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THE CITY OF SEATTLE
BOARD OF PUBLIC WORKS

* * *

CITY LIGHT DEPARTMENT

* * *

UNDERGROUND TANKS

1988 PROGRAM

SPECIFICATION NO. 2928

SEATTLE, WASHINGTON

1988

SCL 03809

CTY0048796

SEA289275

THE CITY OF SEATTLE
BOARD OF PUBLIC WORKS

CITY LIGHT DEPARTMENT

SPECIFICATION NO. 2928

FOR

UNDERGROUND TANKS

1988 PROGRAM

To Planholders.

The attached Addendum No. 1 modifies the Bidding Documents for Underground Tanks, 1988 Program, and takes precedence over the original specification.

The section, page, and paragraph numbers in the addendum refer to the section, page, and paragraph numbers of the original specification.

Every Bidder shall acknowledge receipt of Addendum No. 1 by filling in the appropriate space in the Proposal.

Randall W. Hardy
Superintendent

By



C. T. Rockey
Chief Engineer

JOC:kp

SCL 03810

CTY0048797

SEA289276

1.01 ADDENDUM NO. 1

Addendum No. 1 to Specification No. 2928 for Underground Tanks, 1988 Program, issued on October 18, 1988 modifies the Bidding Documents by the following:

SECTION 00100 - INSTRUCTIONS TO BIDDERSPAGE 3

Paragraph 1.02 - BID OPENING: Change "October 19, 1988" to "October 26, 1988."

SECTION 00410 - WMBE REQUIREMENTSPAGE 5

Paragraph II, A - SET ASIDE PERCENTAGES: Add:

"Permits and dumping fees for disposal of PCB contaminated sludge and oil will not be eligible for inclusion in the set aside percentages for WBE or MBE."

SECTION 01025 - MEASUREMENT AND PAYMENTPAGE 7Paragraph 1.02

Item No. 20 - Removal and Disposal of PCB Contaminated Sludges and Oil:
Add:

"The lump sum price bid shall be based on the removal and disposal of a total of 550 gallons of sludge and oil with contamination levels below 20 ppm. If the quantity actually removed from the tanks varies by more than 10 percent of the amount, an equitable adjustment in payment will be made by the Engineer."

END SECTION 00900

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The City of Seattle
Board of Public Works

* * *

PROJECT MANUAL

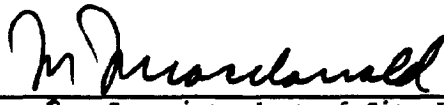
for

UNDERGROUND TANKS

1988 PROGRAM

As Authorized by Ordinance No. 113728
Funding Source: Light Fund
Date: September 1988

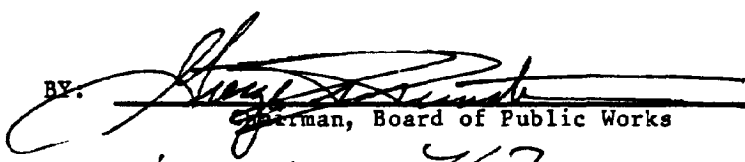
Prepared by:


for Superintendent of City Light

APPROVED FOR ADVERTISING BY BOARD OF PUBLIC WORKS:

9/29/88
Date

BY:


Chairman, Board of Public Works

ATTEST:


Executive Director

SPECIFICATION NO. 2928

SCL 03812

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BIDDING REQUIREMENTS, CONTRACT FORMS AND CONDITIONS OF THE CONTRACT

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SCL 03815

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1.01 CONTRACT SUMMARYA. DESCRIPTION OF WORK

This contract is for the removal of underground tanks at two separate locations and for the installation of new underground tanks at one of these locations. The locations are identified as:

- o South Service Center.
- o Georgetown Steam Plant.

The work at South Service Center consists of:

1. The removal and disposal of two 3,000 gallon gasoline tanks.
2. The removal and disposal of two 500 gallon oil tanks.
3. The removal and disposal of one 500 gallon waste oil tank.
4. The supply and installation of two 4,000 gallon gasoline tanks.
5. The supply and installation of three 550 gallon oil tanks.
6. The removal to storage of dispensers and ancillary equipment from the existing service island and the reinstallation on reconstructed service island.
7. Reinforced concrete for anchorage of tanks, for surface restoration and for new service island.
8. Asphalt concrete patching.
9. Removal and disposal of contaminated soil.
10. Modifications to an existing underground tank.

The minimum quantities required for certain items of work to be in conformity with the requirements of the drawing and the specifications are:

Sheet piling perimeter	121 lin. ft.
Concrete for tank foundations	12.5 cu. yd.
Bedding material for 5 tanks	50 cu. yd.
Backfill with material from excavation	175 cu. yd.
Contaminated soil to waste	20 c.y.
Excavated soil to waste	50 c.y.
8" concrete surface slab	163.5 s.y.
Area of service island	94.56 sq. ft.

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Paragraph 1.01 (Continued)

The work at Georgetown Steam Plant consists of:

11. Removal and disposal of three 12,000 gallon tanks.
12. Removal and disposal of one 700 gallon tank.
13. Removal of approximately 340 linear feet of piping with diameters varying from 2-1/2 inches to 8 inches.
14. Removal and disposal of PCB contaminated sludge and oil.
15. Removal and disposal of contaminated soil.
16. Backfilling and grading of work areas.

B. RESTRICTION OF CONTRACTOR OPERATIONS

It is imperative that the interruption to the service facility at South Service Center be restricted to the absolute minimum time. Unless otherwise approved by the Engineer, all shoring materials, all fiberglass tanks and other items for purchase shall be available for immediate delivery to jobsite before excavations in the vicinity of the service island are commenced.

The tank on the south side of Building "B" shall not be removed until material from excavation at the service island is available as backfill.

There will be no restrictions on Contractor operations at Georgetown Steam Plant.

C. LOCATION OF WORK

Georgetown Steam Plant is located at 13th Avenue South and South Greely Street, Seattle, north of Boeing Field Airport. Refer to Vicinity Sketch on Drawing No. C-6379.

South Service Center is located at 4th Avenue South and South Spokane Street, Seattle, Washington. Enter from South Spokane Street. Refer to Vicinity Sketch on Drawing No. D-30344.

D. TIME FOR COMPLETION

All work at South Service Center shall be completed within 60 days after Notice to Proceed. All work at Georgetown Steam Plant site shall be completed within 90 days after Notice to Proceed.

E. TYPE OF CONTRACT

This is a partly lump sum and partly unit prices contract.

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Paragraph 1.01 (Continued)F. LIQUIDATED DAMAGES

In accordance with Paragraph 1.09 I of Section 00700, liquidated damages will be assessed at \$300 per day.

1.02 BID OPENING

Sealed proposals for this Work will be received at the office of the Board of Public Works of the City of Seattle, on fourth floor, 400 Yesler Building, Room 403, 400 Yesler Way, Seattle, Washington 98104, until 2:00 p.m., Wednesday, October 19, 1988. Bids will be opened and read aloud at that time (2:00 p.m.) Bids received after 2:00 p.m. will not be accepted or read.

1.03 POSTPONEMENT OF BID OPENING

The Owner reserves the right to postpone the date and time last announced for Bid opening and such postponement may be made at any time prior to the time announced for Bid opening. The Owner will endeavor to give oral notice of any such postponement to each party to whom Bidding Documents have been issued and the postponement will be confirmed by Addendum.

1.04 SUBMISSION OF BID

The Bid shall be made on the form provided in the specification and shall be submitted without separation from the bound specification in a sealed envelope properly addressed to the Owner. In addition to the Owner's address, the name and address of the Bidder and the words, "Underground Tanks - 1988 Program," shall be printed or typed on the outside of the envelope.

1.05 BID GUARANTY

To insure that the Contract will be executed, by the successful Bidder, and that the performance will be properly secured, each Bid shall be accompanied by a Bid Guaranty for a sum not less than five (5) percent of the Contract Price. The Bid Guaranty shall be money or a Bid Bond or a certified check or a cashier's check payable to the order of the City of Seattle Comptroller.

1.06 ALTERATIONS IN BID

Erasures, interlineations, or other corrections to the Bid shall be authenticated by affixing in the margin, immediately opposite the correction, the handwritten initials of the person whose signature appears in the Proposal.

1.07 WITHDRAWAL OR REVISION OF BID

A Bidder may withdraw or revise a Bid after it has been deposited with the Owner if a written request for a withdrawal or modification, signed by an authorized individual, or a telegram is received by the Owner prior to the

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Paragraph 1.07 (Continued)

time designated for receipt of a Bid. If the request for modification or withdrawal is by telegram, written confirmation over the signature of the Bidder shall be mailed and postmarked on or before the time designated for receipt of Bids.

The original Bid, as revised in writing, and received prior to the time designated for receipt of Bids, will be acceptable as the official Bid.

A Bid may not be modified, withdrawn, or cancelled by the Bidder after the time for Bid submittal, except that withdrawal will be permitted if the Award is delayed for a period exceeding the limit set forth for Award, or a Bidder's claim of error is upheld by the Owner.

1.08 REJECTION OF BIDS

A Bid will be rejected by the Owner for any of the following reasons:

1. The Proposal Forms are not used or are altered;
2. The Proposal Forms as submitted contain additions, deletions, or unauthorized conditions;
3. The Bidder adds provisions reserving the right to reject or accept the Award or enter into the Contract;
4. The Bid or Bid Guaranty is improperly executed or is inadequate;
5. The "Sworn Statement for Compliance with Seattle Municipal Code 20.44" or the "Work Force Report" is improperly executed;
6. The Non-Collusion Affidavit has not been properly executed;
7. The Bidder did not bid on all Items.
8. The Owner is unable to ascertain that the Bidder is qualified or Owner deems the Bidder not qualified to complete the work in accordance with the contract requirements.
9. The Proposal is submitted separately from the specification.
10. The Bidder fails to supply all information required by Owner, including information on Bidder's qualifications to handle or transport hazardous materials and on disposal methods to be used.

1.09 IRREGULARITIES IN BID

A Bid will be considered irregular and may be rejected by the Owner for any of the following reasons:

1. The Owner deems any of the unit prices to be sufficiently at variance with a reasonable bid for the item of work as to result in an unbalanced bid.

SCL 03819

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Paragraph 1.09 (Continued)

2. Receipt of Addenda which would have a significant impact on the contract price is not acknowledged on the Proposal.
3. The intended contract price cannot be determined.
4. The Proposal is detached from its binding.

1.10 BIDDING ERRORS

A Bidder who, after the Bids have been opened and tabulated, wishes to claim error and requests relief from the responsibilities of Award of Contract, shall submit a written request accompanied by bidding work sheets certified by affidavit to the Owner before 5:00 p.m. on the next business day after bid opening or the claim will not be considered. The Owner will review the certified work sheets to determine the validity of the claimed error. If the Owner finds that an honest and allowable error has been made, the Bidder shall be relieved of responsibility and his bid bond shall be returned. The Award of Contract may then be made to the next lowest responsive bidder or the Owner may reject all bids and proceed to readvertise. The Bidder claiming error will not be allowed to rebid the proposed Work and any bid Proposal from such Bidder will be disregarded.

The Owner will assess damages against the bidder on a case by case basis.

1.11 AWARD OF CONTRACT

The Owner reserves the right to reject all bids and make no Award of Contract.

The Award of Contract, if a contract be awarded, will be made within thirty (30) Days after Bid opening to the lowest and best Bidder deemed responsive by the Owner. The successful Bidder will be notified by letter mailed to the address shown on the Proposal.

1.12 PRE-AWARD INFORMATION

Before any contract is awarded, the Bidder may be required to furnish a complete statement as to the origin, composition, and manufacture of materials to be used in the construction of the Work together with samples, which samples may be subjected to tests to determine their quality and fitness for the Work as provided under the Contract. The Bidder may also be required to submit a proposed progress schedule, showing the order of and time required on the various phases of the work, submit a breakdown of costs assigned to any bid item(s), or attend a conference with the Engineer and/or Owner or their representatives prior to Award.

1.13 EXECUTION OF CONTRACT

Within ten (10) Days after the date the Bidder receives notification of Award of Contract, as evidenced by receipt from the Owner of properly prepared Contract Documents, the Bidder to whom Award is made shall execute and return the Contract in the required number of copies and shall furnish a Performance Bond and Insurances, satisfactory to the Owner, in accordance with General Conditions, Section 00700.

SCL 03820

CTY0048807

SEA289286

specs in future

need to be more flexible about evaluating soil and determining what to do with it (Don't say goes to Cedar Hills!)

* need to specify how much time SCL spends reviewing sample results ?? Provide time.

need on-site env'tl prof. to delineate areas of spill / cleanup

Take cores ^{to} below bottom of tank sat Gtn.

→ Call Raven ←

SCL 03821

CTY0048808

SEA289287

1.14 FAILURE TO EXECUTE CONTRACT

If the successful Bidder fails to enter into the Contract and furnish the necessary Performance Bond and Insurances within the time specified, the Bid Guaranty will be forfeited to the Owner. The Award may then, at the discretion of the Owner, be made to the next lowest responsible Bidder or the Work may be readvertised.

Any Bidder who refuses to enter into a Contract or whose Bid Guaranty is forfeited may be prohibited from bidding on other work of the Owner for a period of 24 months.

1.15 RETURN OF BID GUARANTY

Bid guaranties will be held until the Contract, Insurance and Performance Bond have been executed by the successful Bidder. Bid Guaranties will be returned to the Bidders who furnished them. All Bid Guaranties will be returned without interest.

1.16 QUALIFICATION OF BIDDERS

Bidders shall be qualified by experience, financial resources, organization and equipment availability to complete the work in accordance with contract requirements. The Owner reserves the right to take whatever action is necessary to ascertain that any Bidder is suitably qualified.

Contractor must have an EPA permit for handling hazardous materials.

Upon request of the Owner, a prospective Contractor shall promptly submit to the Owner satisfactory evidence of its financial resources, construction experience and general ability to perform the work, organization, equipment and such other information as may be specified. Such information shall be submitted on the form provided by the Owner and may be required prior to bid submittal or award depending on the circumstances.

1.17 DISQUALIFICATION OF BIDDERS

The Owner may determine that a Bidder is disqualified for any of the following reasons:

1. More than one Bid on this Contract was received from a Bidder under the same or different names.
2. Evidence of collusion with any other Bidder.
3. Uncompleted work, whether for the Owner or others, evidencing default by the Bidder in the execution of a public works contract.
4. Unsatisfactory performance record on a previous contract with the Owner.
5. Conviction of the Bidder for a crime arising from a previous public contract.

A Bid from a disqualified Bidder will be rejected.

SCL 03822

CTY0048809

SEA289288

1.18 INSPECTION OF JOBSITE

Prior to the submission of a Bid, each Bidder shall carefully examine the Jobsite and Bidding Documents. The submission of a Bid shall be conclusive evidence that the Bidder has made such examination and has investigated and is satisfied as to the conditions to be encountered, the character, quantity, quality, and scope of work, the quantity and quality of materials to be supplied, equipment and labor to be used, and the requirements of the Bidding Documents for performance of the Work.

1.19 SITE INSPECTION TOUR

No site inspection tour will be conducted by the Engineer. Bidders may inspect both sites at their convenience.

1.20 FORM OF BID

Bids for the proposed work shall be submitted on the Proposal Forms provided herein. In case of a discrepancy between extensions and unit prices, the unit prices will govern. The unit prices in words will govern over the unit price in figures for the same item. Arithmetic errors in the bid as submitted will be corrected and the corrected bid price will be considered for award of contract.

1.21 STATE SALES TAX

State sales tax for King County is 8.1 percent.

1.22 INTERPRETATIONS

If any person contemplating submitting a Bid for the Work is in doubt as to the meaning of any part of the Bidding Documents, he shall at once notify the Engineer in writing and request clarification prior to submitting his Bid. All interpretations of the Bidding Documents will be made by Addenda issued by the Engineer, and the Owner will not acknowledge any other interpretation.

1.23 OR EQUAL

For convenience of designation in the Contract Documents, certain equipment, articles, materials, or processes may be designated by trade name or catalog name and number. Such designation shall be deemed to be followed by words "or equal" whether such words are shown or not, and the Contractor may use any equipment, articles, materials or processes which, as certified in writing by the Engineer, is in conformity with specification requirements.

Substitution of any equipment, articles, material or process, the specifications of which differ from the specifications herein for the designated equipment, articles, material or process, will not be permitted without prior written approval of the Owner.

SCL 03823

CTY0048810

SEA289289

1.24 SUBSTITUTIONS BY BIDDERS

Requests for substitutions of any equipment, articles, material or process with specifications which differ from the specifications herein for the designated equipment, articles, material or process, shall be made in writing and received by the Engineer not later than 10 Days prior to the bid opening date. Approval of a request for substitution will be validated by Addendum. No substitutions for material will be approved after the bid opening date unless, as certified by the supplier and the manufacturer, the material is not available or unless the Engineer's evaluation shows added value or cost credit to the Owner.

All requests for substitutions shall be accompanied by the following written statements:

1. A statement signed by an authorized agent of the manufacturer guaranteeing that a proposed substitute is equal to or better than the specified product in all respects.
2. A statement regarding the difference in cost between the proposed substitute and the specified product.
3. A statement that the firm proposing a substitute will bear all cost which may be incurred by the Owner to change Drawings and Specifications so that a proposed substitute may be incorporated in the design of the project.

The Bidder shall provide such information, data, drawings, samples, and other evidence as may be required to assist the Engineer in determining whether a proposed substitute will satisfactorily meet the requirements of the Specifications. The burden of proof shall be upon the Bidder.

Requests for substitutions shall be submitted to the Engineer.

1.25 ADDENDA

Addenda may be issued to clarify the Bidding Documents or to modify the design or Contract terms. Each Addendum will be mailed to all persons or organizations to whom the Bidding Documents were issued. Every Bidder shall acknowledge receipt of each Addendum by filling in the appropriate spaces in the Proposal.

1.26 ADDRESSING CORRESPONDENCE

All correspondence relating to bidding procedures, technical matters or contractual matters shall be addressed to the Engineer as follows:

Mr. Charles J. Weems, P.E.
Director, Construction Engineering
City Light Department
1015 Third Avenue
Seattle, Washington 98104

SCL 03824

CTY0048811

SEA289290

Paragraph 1.26 (Continued)

All letters regarding these Bidding Documents shall bear the following heading:

Underground Tanks - 1988 Program
Specification No. 2928

END SECTION 00100

SCL 03825

CTY0048812

SEA289291

All pages on pink paper require Bidder's signature and/or attention.

1.01 SECTION 00300 PROPOSAL

- A. Is the bid guaranty for not less than 5% of the contract price enclosed with the bid?
- B. Has the Proposal been properly signed?
- C. Have you bid on all items?
- D. Have you acknowledged receipt of all addenda?

1.02 SECTION 00400 AFFIRMATIVE ACTION REQUIREMENTS

- A. Have you read the instructions for Affirmative Action Requirements? (Pages 1-3.)
- B. Has the Sworn Statement for Compliance with Seattle Municipal Code Chapter 20.44 (Page 6) been signed and notarized?
- C. Has the "Work Force Report" (Page 7) been filled out?

1.03 SECTION 00410 WMBE REQUIREMENTS

- A. Have you completed and signed the Women's and Minority Business Enterprise Information and Utilization Commitment Form? (Pages 12 - 16.)
- B. Does the percentage of WBE participation identified in Page 16, Paragraph IV - A - 3 equal or exceed the set aside requirement of 9%?
- C. Does the percentage of MBE participation identified in Page 16, Paragraph IV - B - 3 equal or exceed the set aside requirements of 20½%?

1.04 SECTION 00480 NON-COLLUSION AFFIDAVIT

- A. Has the Non-Collusion Affidavit been properly executed?

END OF BIDDERS' CHECK LIST

SCL 03826

CTY0048813

SEA289292

PART 1 - GENERAL1.01 SOIL SAMPLING

Subsurface investigation to test for contaminants was carried out in December 1987. The locations of the test areas at South Service Center are shown on Figure 1. The locations of test areas at the Georgetown Steam Plant are shown on Figure 2.

1.02 TANK RESIDUE SAMPLING

The residue in the tanks at Georgetown Steam Plant was tested for contaminants.

1.03 TEST RESULTS

- A. For South Service Center, all test results were under 200 ppm TPH.
- B. For Georgetown Steam Plant, the test results for soil and residue in the tanks are as shown on the tabulation for Work Order #87-14.

1.04 TEST BORING

On September 7, 1966, a test boring was carried out at the northeast corner of Building "A" at South Service Center. The information obtained is shown on the log of test boring.

1.05 WATER TABLE

The water table is affected by tidal influence.

Bidders may anticipate that excavations for installation of the 4,000 gallon tanks will expose free standing water.

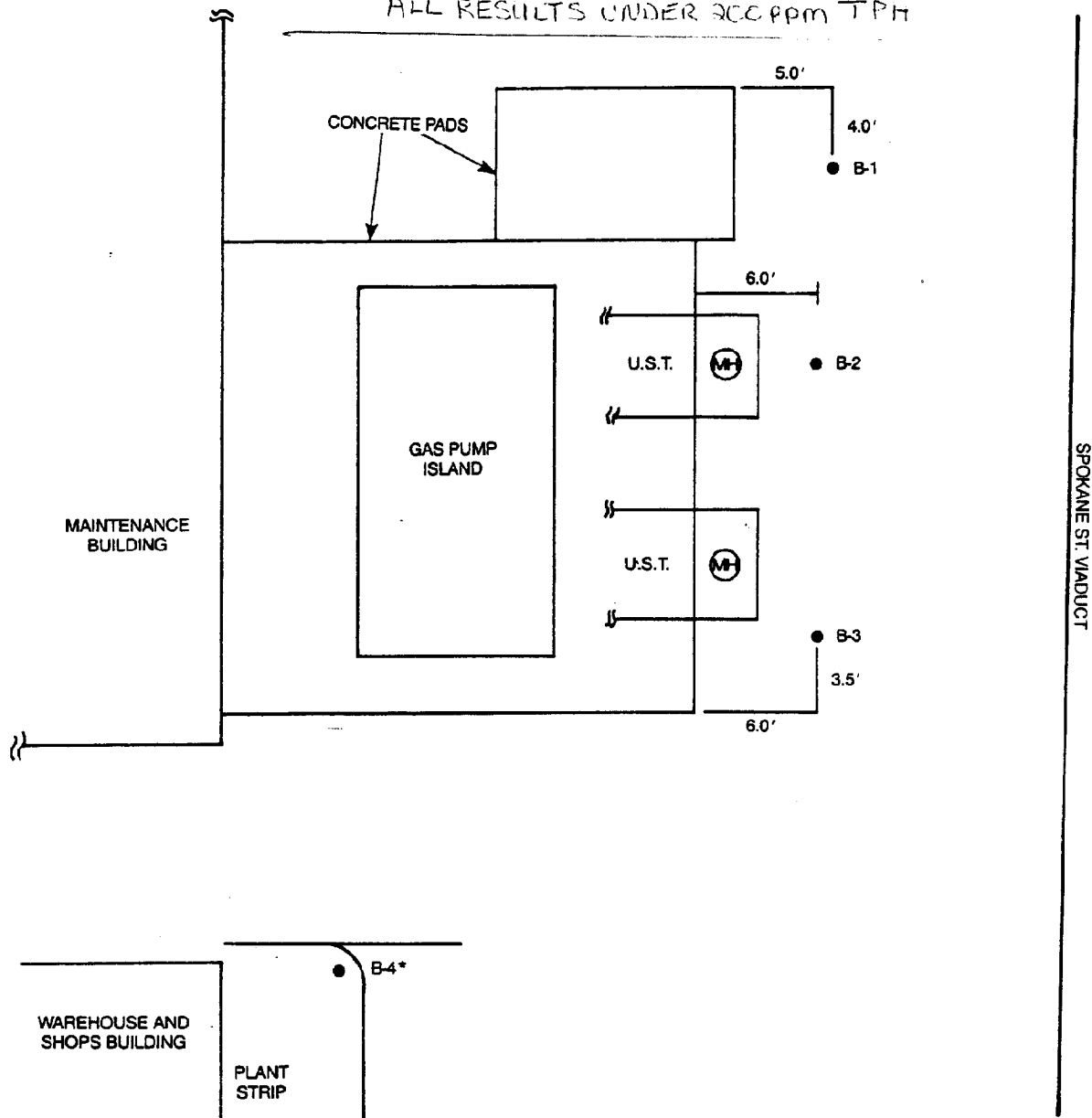
END SECTION 00200

SCL 03827

CTY0048814

SEA289293

1988 SOUTH SERVICE CENTER BORINGS
ALL RESULTS UNDER 300 PPM TPH



SCALE AS SHOWN

- U.S.T. Underground Storage Tank
- MH Man Hole Cover
- Boring Location and Number
- * Approximate Location of Background Sample

**Figure 1.
Site Map**

SCL 03828

CTY0048815

SEA289294

SEATTLE CITY LIGHT WORK ORDER #87-14
GEORGETOWN TANK SLUDGE AND SOIL TESTING

TABLE I
ORGANIC RESULTS AT GEORGETOWN STEAM PLANT

SAMPLE #	LOCATION	DEPTH FEET	MATRIX	OIL&GREASE ppm	TLC PAHs ppm	TLC HYDROCARBONS	PCB ppm	WDOE PAH** est. ppm
*GX-5	berm	0	fill	70	<5	50	ND	<14
GX-10	berm	2	fill	30	<5	50	ND	<6
GX-15	berm	4	fill	150	<5	50	ND	<31
GX-20	berm	6	fill	160	<5	50	ND	<33
*GX-25	berm	8	fill	460	<5	50	ND	<94
GX-30	berm	10	fill	220	<5	50	ND	<45
*GX-35	berm	12	fill	260	<5	50	ND	<53
GX-40	berm	14	fill	3,660	200	250	ND	<747
*GX-45	berm	16	fill	20	<5	<50	ND	<4
*GX-52	wall	0.5	concrete	100	<5	---	ND	<20
*GX-53	tank	bottom	bunker oil	---	10,000	---	--	---

Backyard

GX-61	<u>S. tank</u>	0-1.1	<u>soil</u>	<u>1,810</u>	<u>50</u>	---	ND	<u><370</u>
GX-62	<u>M. tank</u>	0-1.2	<u>soil</u>	<u>8,240</u>	<u>100</u>	---	ND	<u><1680</u>
*GX-63	<u>N. tank</u>	0-1.2	<u>soil</u>	<u>35,690</u>	<u>100</u>	---	ND	<u><7280</u>
*GX-64	<u>diesel</u>	0-2	<u>soil</u>	<u>130</u>	<u>50</u>	---	ND	<u><27</u>
GX-65	<u>diesel</u>	---	<u>oil</u>	---	<u>2,000</u>	---	<u>7.5</u>	---
*GX-66	<u>N. tank</u>	---	<u>sludge</u>	---	<u>5,000</u>	---	<u>8.2</u>	---
GX-67	<u>M. tank</u>	---	<u>sludge</u>	---	<u>10,000</u>	---	ND	---
GX-68	<u>S. tank</u>	---	<u>sludge</u>	---	<u>20,000</u>	---	ND	---
GX-99	trench bore hole	21	oil/sand	60,000	---	---	ND	<12240
WDOE	threshold			---	10,000	---	50	10000
King Co.	land fill threshold			40,000	---	---	---	---

* samples analyzed for EP Tox metals

** Estimated from the ratio of fraction #6 PAH in the Bunker C residue applied to the oil and grease in the soil sample.

SCL 03829

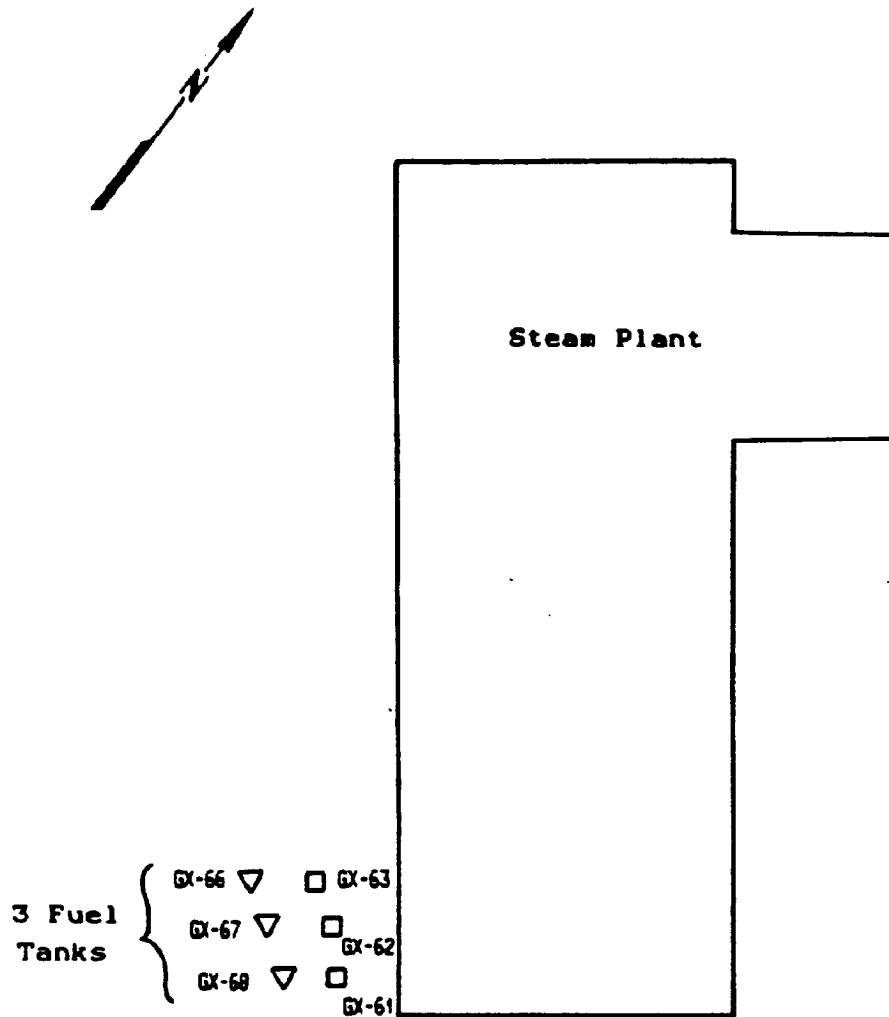
CTY0048816

SEA289295

SCL GEORGETOWN STEAM PLANT

BURIED TANKS

FIGURE 2

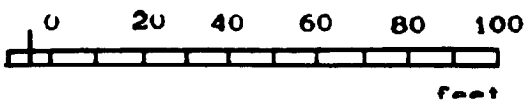


GX-64
GX-65 ▽ = Shed
Diesel Tank

LEGEND:

- ▽ Filler Cap
- Soil Sample

RAVEN SYSTEMS and RESEARCH, INC		
SCALE shown	APPROVED <i>[Signature]</i>	DRAWN BY LSG
DATE 1 Dec. '87		REVISED JD
SCL - Georgetown Buried Tanks Soil Samples		
LA TERRE ENVIRONMENTAL CONS.		DRAWING NUMBER 87-14-2



SCL 03830

CTY0048817

SEA289296

LOG OF TEST BORING

SOUTH SERVICE CENTER

100-
MICROFILMED

MAY 1 1968
HOLE NO.

DATE 9-7-66

PROJECT CITY LIGHT - Bldg "A" -

LRM NO.

LOCATION NE corner of Warehouse - Rec Park

GRD. EL.	SAMPLE NO.	BLOW COUNT	STD. PEN	DESCRIPTION OF MATERIAL	ELEV. WATER TABLE
7.0		1' - 6			
	2	2		SILT w/ SAND (FINE) Moist Black	
6.0		1E			
	1			SILT w/ SAND (FINE) Moist Black	
5.0		8-2-2		SAND (FINE TO Med) w/ SILT Sat Black	
4.0		4-4-4		3' Sand (FINE) Grt SAND (FINE TO Med) Moist Black Heaved 4E Flush Down	
3.0				28" GOW AHEAD OF CUTTER HEAD PULLED GOW UP 2" & DOWN 2"	
2.0				No Sample Recovered	
1.0				Heaved 4E ~ Flush Down	

INSPECTOR:

SCL 03831

CTY0048818

SEA289297

202
MICROFILMED

DATE 9-7-66

NO. 1 1969

PROJECT CITY LIGHT

U.S. NO.

LOCATION NE corner of Warehouse Dec Run

[illegible]

INSPECTOR.

SCL 03832

CTY0048819

SEA289298

Seattle, Washington _____ 19 _____

TO THE BOARD OF PUBLIC WORKS OF THE CITY OF SEATTLE:

- A. The undersigned Bidder hereby certifies to have personally and carefully examined the Bid Documents issued for:

SPECIFICATION NO. 2928
UNDERGROUND TANKS - 1988 PROGRAM
Ordinance No. 113728

- B. The Bidder has examined the site where the Work is to be performed and the conditions affecting the Work;
- C. The Bidder has attached a bid guaranty in the amount of five percent (5%) of the contract price in the form of cash, cashier's check, certified check, or bid bond;
- D. Understanding that the quantities shown in the Bid are estimates only, being given for the purposes of comparing bids and determining the amount of the performance bond, the Bidder hereby proposes to furnish all material and labor and to perform all work which may be required, and to complete the work within the time fixed and upon the terms and conditions provided in the Bid Documents for the following prices:

Bid Guaranty enclosed in the form of Certified Check _____
 Bid Bond _____

Item No.	Bid Item	Quantity & Unit	Unit Price		Amount	
			Dollars	Cts	Dollars	Cts

SOUTH SERVICE CENTER (Items 1 - 14)

1.	Mobilization for South Service Center.	Lump Sum	XXX	XX		
2.	Removal and disposal of 500 gallon tank.	Lump Sum	XXX	XX		
3.	Shoring.	Lump Sum	XXX	XX		
4.	Removal and disposal of service island and four tanks.	Lump Sum	XXX	XX		
5.	Excavation and disposal of contaminated material.	20 C. Yds				

SCL 03833

CTY0048820

SEA289299

Item No.	Bid Item	Quantity & Unit	Unit Price		Amount	
			Dollars	Cts	Dollars	Cts
6.	Reinforced concrete anchoring.	12.5 C. Yds				
7.	Supply and installation of 550-gallon tank.	3 Each				
8.	Supply and installation of 4,000-gallon tank.	2 Each				
9.	Supply and installation of connections to service island.	Lump Sum	XXX	XX		
10.	Modify existing 2,000 gallon tank.	Lump Sum	XXX	XX		
11.	Reconstruct service island.	Lump Sum	XXX	XX		
12.	R.C. surface slab.	163.5 Sq. Yds				
13.	3" asphalt concrete pavement with 6" crushed rock base.	20 Sq. Yds				
14.	Soil tests at South Service Center.	3 Each				

GEORGETOWN STEAM PLANT (Items 15 - 24)

15.	Mobilization for Georgetown Steam Plant.	Lump Sum	XXX	XX		
16.	Removal and disposal of 12,000-gallon tank.	3 Each				
17.	Removal and disposal of 700-gallon tank.	Lump Sum	XXX	XX		
18.	Removal and disposal of piping.	340 Linear Ft.				
19.	Excavation and disposal of contaminated soil.	100 C. Yds				

SCL 03834

CTY0048821

SEA289300

Item No.	Bid Item	Quantity & Unit	Unit Price		Amount	
			Dollars	Cts	Dollars	Cts
20.	Removal and disposal of PCB contaminated sludge and oil.	Lump Sum	XXX	XX		
21.	Backfill from stockpile.	80 C. Yds				
22.	Backfill from South Service Center.	50 C. Yds				
23.	Backfill - Imported.	170 C. Yds				
24.	Soil tests at Georgetown Steam Plant.	3 Each				
Bid Price						
8.1 % State Sales Tax						
Contract Price						

Date _____

Address _____

Zip_____
Company Name

Telephone _____

By _____
Signature and TitleWashington State Contractor
Registration No. _____City of Seattle Contractor's
License No. _____

Acknowledge and Attach Addenda Nos. 1____, 2____, 3____

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CTY0048822

SEA289301

A. GENERAL

As part of the execution of the contract, the bidder shall comply with the provisions of Seattle Municipal Code (SMC) 20.44, and other requirements relative thereto. SMC 20.44.030 is contained in Section E of these Affirmative Action Bid Specifications. Attached to the Affirmative Action Bid Specifications is the "Sworn Statement for Compliance with Seattle Municipal Code 20.44" and the "Work Force Report" form. The requirements for compliance with SMC 20.44 and instructions in the use of the related forms are described below.

B. SUBMISSION OF BIDS

SMC 20.44.030 establishes specific requirements to be met in regard to bidding on public works contracts. Failure to comply with these requirements will result in bids being declared non-responsive.

1. The "Sworn Statement for Compliance with Seattle Municipal Code 20.44" form shall be completed, signed, notarized, and submitted with the sealed bid. If a bid is opened and it is found that the bidder has not submitted a signed and notarized Sworn Statement, the bid will not be read. Section D-1 of the Sworn Statement indicates the schedule of goals for minorities, women, and minority women.
2. The "Work Force Report" form shall be completed and submitted with the bid. This form is a projection and commitment of minorities and women to be used on the bidder's work force during the term of the contract and a profile of the bidder's permanent work force. The name and title of the person within the bidder's firm who has been charged with responsibility for securing compliance with and reporting progress on affirmative action taken must be indicated on the Work Force Report form. Such person must have the authority to effect compliance with the Sworn Statement.

C. PRIOR TO AWARD

At the request of the Human Rights Department, the bidder, the administering department, or the Board of Public Works Department, a pre-award conference will be held with the apparent low bidder at which time the bidder's programs for compliance with the provisions as noted herein will be examined in detail and the bidder's capability for carrying out the program will be evaluated. Part of the pre-award conference shall include a review and evaluation of the bidder's compliance with the WMBE requirements. Refer to the WMBE section of bid specifications for further details on this program.

D. AFTER AWARD, DURING THE TERM OF THE CONTRACT

1. Equal Employment Opportunity Report (EEO Report) forms shall be sub-

SCL 03836

CTY0048823

SEA289302

mitted bi-weekly to the Human Rights Department by the contractor during the term of the contract. The contractor's first EEO Report shall be submitted two (2) weeks after the start of the project and every two weeks thereafter during the term of the contract unless a different reporting schedule is authorized in writing by the Human Rights Department.

Subcontractors shall submit separate bi-weekly EEO Reports to the contractor who shall inspect the Report for validity and compliance. The contractor shall then forward the subcontractor's EEO Report, along with their own, to the Human Rights Department, 105 - 14th Avenue, Seattle, Washington 98122. One month's supply of blank EEO Report forms shall be provided to the contractor by the Human Rights Department. Contractors shall make additional copies of these forms as needed. Contractors should request from subcontractors an affirmative action policy or program and retain it in their files for inspection by Federal Agencies and/or the Human Rights Department. The requirements for subcontractors, regardless of tier, are the same as for the contractor as specified in the Sworn Statement for Compliance with Seattle Municipal Code 20.44. The Human Rights Department holds the contractor responsible for the subcontractor's affirmative action compliance and submittal of the EEO Reports. Appropriate sanctions will be imposed on the contractor for non-compliance.

2. Any subcontractor requested by the contractor to perform any portion of the contract must be approved by the Board of Public Works prior to the subcontractor beginning work on the project. To obtain approval of a subcontractor, the contractor must submit a completed Subcontractor Approval Application.
3. Each Board of Public Works project will be dealt with separately for reporting purposes. EEO Reports for projects may not be combined for the purpose of showing affirmative action participation by minorities and women on projects where, in fact, there is none.
4. All EEO Reports shall be examined by the Human Rights Department. In the event that the Department is not satisfied with the Report, the contractor shall be contacted by the Department in an attempt to reach a satisfactory resolution in regard to the contractor's affirmative action.
5. In the event that the Human Rights Department finds that the contractor has not made a good faith effort and is in non-compliance with the commitments set forth in the Sworn Statement and Workforce Reports form, the Human Rights Department shall give written notice to the contractor providing the contractor with ten days in which to respond and show cause why a report and recommendation should not be forwarded to the Board of Public Works for appropriate action as set forth in SMC 20.44.

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SEA289303

6. The contractor's obligation under Title VII of the Civil Rights Act, Executive Order 11246, and SMC 20.44 must be carried out in the same manner as all other contractual provisions of the contract.

E. SEATTLE MUNICIPAL CODE 20.44.030

All consultant contracts, franchises, and contracts for public improvements, or services, the estimated cost of which exceeds One Thousand Dollars (\$1,000.00), shall contain the following provisions:

"During the performance of this contract, the contractor agrees as follows:

"The contractor will not discriminate against any employee or applicant for employment because of race, religion, creed, color, sex, marital status, sexual orientation, political ideology, ancestry, national origin, or the presence of any sensory, mental or physical handicap, unless based upon a bona fide occupational qualification. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their creed, religion, race, color, sex, national origin, or the presence of any sensory, mental or physical handicap. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

"The contractor will, prior to commencement and during the term of this contract, furnish to the Director of Human Rights (as used herein Director means the Director of the Human Rights Department or his/her designee) upon his/her request and on such form as may be provided by the Director therefor, a report of the affirmative action taken by the contractor in implementing the terms of these provisions, and will permit access to his/her records of employment, employment advertisements, application forms, other pertinent data and records requested by the Director for the purposes of investigation to determine compliance with this provision.

"If upon investigation the Director finds probable cause to believe that the contractor has failed to comply with any of the terms of these provisions, the contractor and the contracting authority shall be so notified in writing. The contracting authority shall give the contractor an opportunity to be heard, after ten days' notice. If the contracting authority concurs in the findings of the Director, it may suspend the contract and/or withhold any funds due or to become due to the contractor, pending compliance by the contractor with the terms of these provisions.

"Failure to comply with any of the terms of these provisions shall be a material breach of this contract.

"The foregoing provisions will be inserted in all sub-contracts for work covered by this contract."

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SEA289304

SWORN STATEMENT FOR COMPLIANCE WITH
SEATTLE MUNICIPAL CODE CHAPTER 20.44

STATE OF)
)ss
COUNTY OF)

The undersigned being first duly sworn, on oath states on behalf of the Bidder as follows:

A. EEO OFFICER

The name of the person who has been charged with the responsibility for securing compliance with and reporting progress on the affirmative actions taken is named on the Work Force Report form. Such person shall be the project EEO Officer and shall be someone within the company who has the authority to effect compliance and act on behalf of the company.

B. NOTIFICATION OF AFFIRMATIVE ACTION

1. Bidder has given or will give, prior to the commencement of work, notice of the terms of the affirmative action to be undertaken to supervisors, all employees having any responsibility for hiring, assignment, promotion, layoff, and other employment decisions, and subcontractors.
2. Bidder will ensure that all employees, particularly supervisors, are aware of and adhere to their obligation to maintain a working environment free from discriminatory conduct including but not limited to harassment and intimidation of minorities and women.
3. Bidder will post in conspicuous places, available to employees and applicants for employment, EEO posters and an EEO statement indicating that the company will not discriminate against any employee or applicant for employment because of race, religion, creed, color, age, marital status, sexual orientation, political ideology, ancestry, national origin or the presence of any sensory, mental or physical handicap.

C. RECRUITMENT AND TRAINING

1. Bidder will conduct systematic recruitment efforts through the media and with employment agencies, schools, training establishments, community and other organizations concerned with employment for minorities and women.
2. Bidder will encourage minorities and women currently employed by the bidder to recruit other minorities and women for openings and anticipated vacancies. When possible bidder will provide after-school, summer and vacation employment opportunities for women and minority youth.

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SEA289305

3. Bidder will provide on-the-job or other training opportunities for minority and women applicants and employees, when possible.

D. HIRING

1. Bidder will undertake affirmative action to remedy underutilization of minorities and women, and maintain at all levels of its work force including management, minority and women employment ratios of not less than indicated in the following schedule:

<u>YEAR</u>	<u>MINORITIES</u>	<u>WOMEN</u>
Until further notice	21%	20%*

*There is a subgoal of 4.5% required for employment of minority women.

2. Bidder will conduct a work force analysis which will enable it to identify job categories in which minorities and women are underutilized in comparison to the goals set forth in section 1 above.
3. Bidder will review all existing application forms, tests, minimum qualifications, etc. for job relatedness and necessity; revise any forms, practices, activities which would adversely impact minorities and women.
4. Bidder will maintain a current file of the names, addresses and telephone numbers of all job applicants, specifying race and gender of each applicant and the action taken with respect to each applicant.

E. DOCUMENTATION

1. Bidder will keep a written record of the time and place of notice(s) regarding affirmative action, person(s) notified, and the specific subject of the notice(s).
2. Bidder will maintain records in an easily retrievable and understandable form that will document any and all openings and opportunities for advancement that occur, the Bidder's efforts to train, recruit and promote minorities and women, and the results of those efforts.
3. All records will be kept for the duration of the Bidder's contract with the City or one year, whichever is longer.

F. COOPERATION WITH SEATTLE HUMAN RIGHTS DEPARTMENT

Bidder will cooperate fully with the Seattle Human Rights Department and will make every effort to comply with the affirmative action requirements set forth in this Sworn Statement and the provisions of Seattle Municipal Code Chapter 20.44.

SCL 03840

G. COLLECTIVE BARGAINING

Bidder will not allow the provisions of any collective bargaining agreement made with any union or labor organization to hinder compliance with the affirmative action requirements and EEO provisions of this Sworn Statement and a related Contract with the City of Seattle. The Seattle Human Rights Department will be informed in writing of any refusal by unions or others to cooperate with the Bidder's affirmative actions.

H. NON-SEGREGATION OF FACILITIES

Bidder will ensure that all of Bidder's facilities and activities are non-segregated with the following exceptions: separate male and female or single user toilet and changing facilities will be provided.

Business Name

Business Phone Number

Business Street Address

City

State

Zip Code

Name and title of Bidder's representative

Signature of Bidder's representative

Subscribed and sworn to before me this ____ day of _____ 19__

Notary Public in and for the State of _____

Residing at _____
City

Notary Public Signature

Notary Public Seal:

SCL 03841

CTY0048828

SEA289307

SEATTLE HUMAN RIGHTS DEPARTMENT - Compliance Division

WORK FORCE REPORT

Bidder Information	
Contractor	Telephone Number
Contractor's Project EEO Officer	Telephone Number

CONTRACTOR'S PERMANENT WORK FORCE														
OCCUPATIONS (List classifications of workers)	Total Employ		Total White		Total Minor.		Black		Asian		Amer. Indian		His- panic	
	M	F	M	F	M	F	M	F	M	F	M	F	M	F
Managers														
Apprentices/Trainees														
TOTAL														

CONTRACTOR'S PROJECTED WORK FORCE FOR THIS PROJECT														
OCCUPATIONS (List classifications of workers to be used)	Total Employ		Total White		Total Minor.		Black		Asian		Amer. Indian		His- panic	
	M	F	M	F	M	F	M	F	M	F	M	F	M	F
Managers														
Apprentices/Trainees														
TOTAL														

1. How many of the above are presently on your payroll? _____

2. How many of the above will be hired for the project? _____

To be completed by Seattle Human Rights Department after bid opening.

Contractor's Address		City	State	Zip Code
\$ Amount of Contract	Is the project Federally funded? <input type="checkbox"/> Yes <input type="checkbox"/> No			
Project #	Tentative start date	Estimated length of contract		
Type of contract:				
<input type="checkbox"/> Construction	<input type="checkbox"/> Consultant	<input type="checkbox"/> Service	<input type="checkbox"/> Lease/ Concession	<input type="checkbox"/> Vendor/ Supplier
How many City of Seattle Contracts are now held by Contractor?				SCL 03842

BOARD OF PUBLIC WORKS PROCEDURES FOR
DETERMINING COMPLIANCE WITH
WOMEN AND MINORITY BUSINESS REQUIREMENT

1. When bids are opened, the "Women's and Minority Business Enterprise Information and Utilization Commitment Form" will be removed from the bid package by the Executive Director, who will read Part IV of that form, "Summary of Commitment," to determine whether both the WBE and MBE commitment made therein equals or exceeds the set aside percentages required for each.
2. If either the WBE or MBE commitment reflected in the form, or both, do not equal or exceed the required set aside, the Executive Director shall declare the bid non-responsive, and such bid shall not be considered further.
3. If both the WBE and MBE commitment reflected in Part IV of the form equal or exceed the respective required set asides, the Executive Director shall forward copies of the form to HRD for further review and evaluation.
4. HRD shall evaluate the WMBE Utilization Commitment to determine:
 - (a) Whether all WBEs and MBEs were certified prior to bid opening;
 - (b) Whether the form is completed in every material respect; and,
 - (c) Whether the commitments made in the form are bona fide and otherwise satisfy the requirements of the specification and Ordinance 109113.

If any of these requirements is not satisfied, HRD shall recommend to the Board that the bid be declared non-responsive. If no recommendation is made to the Board within four (4) working days from the time HRD receives the Form, the Board may assume that HRD approves awarding the contract.

12/80:mcm

SCL 03843

CTY0048830

SEA289309

Adopted by the Board of Public Works in regular session July 30, 1980, and as last amended on December 4, 1987.

WMBE BID SPECIFICATIONS

Board of Public Works Bid Specifications for
Implementing the City of Seattle's
Women's and Minority Business Utilization Ordinance, SMC 20.46

1. GENERAL

A. POLICY

As required by Seattle Municipal Code (SMC) 20.46 (Women's and Minority Business Utilization Ordinance), as amended, which is hereby incorporated by reference as part of these specifications, and consistent with Federal Women and Minority Business Enterprise regulations and R.C.W. 35.22.650, all Bidders shall be required to comply fully with these WMBE Bid Specifications toward the end of maximizing the equitable utilization of Women Business Enterprises (hereinafter referred to as WBE's) and Minority Business Enterprises (hereinafter referred to as MBE's). Such utilization may be through contracting, subcontracting, joint ventures, procurement of supplies, materials or equipment, or, any other business participation utilized in performing this project, except as noted in Section D below.

- B. As required by R.C.W. 35.22.650, and in addition to the requirements of SMC 20.46 and the other provisions of this specification, Contractors shall comply with the following clause:

"Contractor agrees that he shall actively solicit the employment of minority group members. Contractor further agrees that he shall actively solicit bids for the subcontracting of goods or services from qualified minority businesses. Contractor shall furnish evidence of his compliance with these requirements of minority employment and solicitation. Contractor further agrees to consider the grant of subcontracts to said minority Bidders on the basis of substantially equal proposals in the light most favorable to said minority businesses. The Contractor shall be required to submit evidence of compliance with this section as part of the bid."

As used in this clause, the term "minority business" means a business which has been certified by the Washington State Office of Minority and Women's Business Enterprises (OMWBE) as a bona fide MBE.

C. DEFINITIONS

- (a) When referred to in this specification, the terms "Minority", "Minority Business Enterprise"(or MBE) and "Women's Business Enterprise"(or WBE) shall be defined as a MBE or WBE certified by the Washington State OMWBE as a bona fide MBE or WBE pursuant to RCW Chapter 39.19.

SCL 03844

CTY0048831

SEA289310

- (b) "Joint-Venture" means (a) an association of two or more businesses to act as a Contractor or as a subcontractor in carrying out all or a definite portion of this contract, in which each combines its property, capital, efforts, skills, and knowledge, or (b) an enterprise formed after the date of first publication of the City's invitation for bids to carry out work on this contract, which, if the business were continuing would qualify as an MBE or WBE.

D. COUNTING MBE AND WBE PARTICIPATION TOWARD MEETING MBE AND WBE SET ASIDE REQUIREMENTS

MBE and WBE participation shall be counted toward meeting MBE and WBE set-asides as follows:

- (a) The total dollar value of the contract awarded to the MBE or WBE is counted toward the applicable MBE or WBE set-asides.
- (b) The total dollar value of a contract to an MBE or WBE owned and controlled by a combination of minority males and non-minority females is counted toward the goals for minorities and women, respectively, in proportion to the percentage of ownership and control of each group in the business. The total dollar value of a contract with an MBE owned and controlled by minority women is counted toward either the minority goal or the goal for women, but not to both. The Contractor must choose the set-aside to which the contract value is applied.
- (c) A Bidder may count toward its MBE or WBE set-aside a portion of the total dollar value of a contract with a joint venture that is eligible under the standards of this specification, equal to the percentage of participation, as set forth as required in this specification, of the MBE or WBE partner in joint venture. The WBE or MBE must be responsible for a clearly defined portion of the work to be performed equal to and share in the ownership, control, management responsibility, risks, and profits of the Joint-Venture.
- (d) (1) The Contractor may count toward its MBE or WBE set-aside only expenditures to MBEs and WBEs that perform commercially useful functions in the work of a contract. An MBE or WBE is considered to perform a commercially useful function when it is responsible for execution of a distinct element of the work of a contract and carrying out its responsibilities by actually performing, managing, and supervising the work involved. To determine whether an MBE or WBE is performing a commercially useful function, the City will evaluate the amount of work subcontracted, industry practices, and other relevant factors.
- (2) Consistent with normal industry practices, an MBE or WBE may enter subcontracts. If an MBE or WBE Contractor subcontracts a significantly greater portion of the work of the contract than would be expected on the basis of normal industry prac-

SCL 03845

CTY0048832

SEA289311

tices, the MBE or WBE shall be presumed not to be performing a commercially useful function. (The MBE or WBE may present evidence to rebut this presumption to the City.)

- (e) A Contractor may count toward its MBE or WBE set-aside expenditures for materials and supplies obtained from MBE or WBE suppliers and manufacturers, provided that the MBEs or WBEs assume the actual and contractual responsibility for the provision of the materials and supplies.
- (1) A Contractor may count its entire expenditure to an MBE or WBE manufacturer (i.e., a supplier that produces goods from raw materials or substantially alters them before resale).
 - (2) The Contractor may count only 20 percent of its expenditures to MBE or WBE suppliers that are not manufacturer, provided that the MBE or WBE supplier performs a commercially useful function in the supply process.

A firm will be considered a supplier performing a commercially useful function in the supply process when it:

- a. Assumes the actual and contractual responsibility for furnishing the supplies and materials and is the manufacturer of those supplies and materials; or
- b. Is recognized as a distributor by the industry involved in the contracted supplies and materials; and
- c. Owns or leased warehouses, yard building, or whatever other facilities are viewed as customary or necessary by the industry; and
- d. Distributes, delivers, and services products with its own staff.

* If an MBE or WBE supplier is not the manufacturer, but has assumed the actual and contractual responsibility for furnishing the required supplies or materials and is performing a commercially useful function in the supply process, a credit of twenty percent (20%) of the value of the contract will be awarded toward the MBE or WBE set-aside.

Contracts with manufacturers sales representatives may not be counted toward the MBE or WBE set-asides required by these specifications. A commercially useful function or service is one such as a sales function, which is customarily performed as a distinct and necessary part of the supply process. If the service is commercially unnecessary, such as the case when a firm acts only as a passive conduit in the supply process or duplicate a service provided by others in the same chain of supply from manufacturer to purchaser, no credit will be granted toward the MBE or WBE goal. Where the MBE or WBE is a manufacturer, one hundred percent (100%) of the furnished supplies and materials will be credited toward the MBE or WBE goal.

SCL 03846

E. RESPONSIBILITIES

- (1) The Seattle Human Rights Department (hereinafter referred to as HRD) is responsible for evaluating compliance with the requirements of this specification. Any questions concerning compliance with the WBE and MBE requirements should be addressed to HRD at 105 14th Avenue, Seattle, Washington, 98122, telephone (206) 625-4384.
- (2) It shall be the Bidder's responsibility to seek out and utilize WBEs and MBEs on this project. The HRD will provide assistance to Bidders when requested. Further, Bidders are encouraged to utilize the services of those organizations listed at the end of this specification as WBE and MBE resources. However, it is ultimately the Bidder's responsibility to secure and commit to the required WBE and MBE participation in their bid as set forth in this specification, or the bid will not be accepted as responsive.

II. REQUIRED SET ASIDE FOR WBES AND MBES**A. SET ASIDE PERCENTAGES**

IN ORDER TO BE DECLARED RESPONSIVE, EACH BIDDER MUST COMMIT IN ITS BID TO UTILIZE WBEs AND MBEs IN AN AMOUNT WHICH EQUALS OR EXCEEDS THE FOLLOWING PERCENTAGE OF THE TOTAL BID (exclusive of retail sales tax collected separately by the contractor from the City in accordance with the existing laws of the State of Washington and rulings of the Tax Commission):

WBE SET ASIDE = 9 %

MBE SET ASIDE = 20.5 %

In bidding on proposals which include an additive or deductive bid item(s), Bidders must commit to the above percentages for WBE and MBE utilization for the total dollar amount that may be awarded. Bidders are cautioned that if WBE or MBE utilization is projected for bid items which are not selected for award, the Bid will be declared non-responsive if the set-aside percentages are not met for the amount actually awarded. The Board of Public Works reserves the right to award any, all, or none of the additives and/or deductives proposed in any order or combination.

IT IS THE Bidder's RESPONSIBILITY TO ENSURE THAT ALL WBEs AND MBEs PROJECTED FOR USE HAVE BEEN CERTIFIED BY OMWBE PRIOR TO BID OPENING, AS REQUIRED BY SECTION II-C, BELOW.

B. DOCUMENTATION

In order to have their bid declared responsive, Bidders must (1) complete the WBE and MBE Information and Utilization Commitment Form; and, (2) identify therein their commitment to utilize WBEs and MBEs each in an amount which equals or exceeds the set aside specified in subsection A of this section. Any failure to complete and sign the Commitment and otherwise comply with this section will result in the bid being declared nonresponsive.

SCL 03847

- (1) If the Bidder is a certified WBE and will perform at least 9 % of the contract, the WBE utilization requirement is satisfied. This form of participation must be indicated in the appropriate spaces on the Women's and Minority Business Enterprise Information and Utilization Commitment Form. WBE Bidders must, nonetheless, fully comply with the requirements of this specification regarding MBES.
- (2) If the Bidder is a certified MBE and will perform at least 20.5% of the contract, the MBE utilization requirement is satisfied. This form of participation must be indicated in the appropriate spaces on the Women's and Minority Business Enterprise Information and Utilization Form. MBE Bidders must, nonetheless, fully comply with the requirements of this specification regarding WBE's.
- (3) A copy of the joint venture agreement or partnership agreement of any business enterprise seeking to satisfy these WBE or MBE requirements through such agreement must be submitted to the City as a part of the bid.

C. CERTIFICATION OF WBES AND MBES

For the purpose of determining compliance with these set aside requirements, businesses will be counted as WBEs and MBES only when they have been certified as such by OMWBE prior to bid opening. If a business listed by the Bidder in the Women and Minority Business Enterprise Information and Utilization Commitment form has not been so certified (as WBE or MBE), the amount of participation will be deducted from the total WBE or MBE (as the case requires) utilization in order to determine whether the Bidder is responsive.

- (1) A list of WBEs and MBES currently certified by OMWBE may be obtained from the Board of Public Works, contracting departments, plan centers, the Office of Women's Rights and the OMWBE.

(2) Joint Ventures:

A joint venture as Bidder may satisfy the MBE or WBE participation requirements of this specification, in whole or in part, if the MBE partner or WBE partner of the joint venture meets the standards for an eligible MBE or WBE set forth above, and the MBE or WBE partner is responsible for a clearly defined portion of the work to be performed and shares in the ownership, control management responsibilities, risks, and profits of the joint venture. The portion of the joint venture's work which is the responsibility of the MBE or WBE partner must be set forth in detail separately from the work to be performed by the non-MBE or non-WBE venture; and the MBE's or WBE's share must be assigned a commercially reasonable dollar value, if the MBE or WBE partner's share is intended to meet the MBE or WBE participation requirements for this contract.

A business wishing to be verified as meeting applicable WBE or MBE joint venture requirements shall cooperate with the City if supplying additional information which may be requested in order to make a determination of such status.

SCL 03848

CTY0048835

SEA289314

D. VERIFICATION OF WBE OR MBE STATUS

After bid opening, but prior to award of contract, the WBEs and MBEs listed by the Bidder will be re-examined by HRD for continuing compliance with WBE and MBE requirements of this specification. If the status of WBE or MBE is certified at the time of bid opening, is later re-examined by OMWBE and found not to be certified, the Bidder will be allowed a reasonable time, but not to exceed 14 calendar days, in which to substitute different or additional qualified and certified WBEs or MBEs, whichever the case may be, as required participants on the project. However, no substitution of joint-venture parties is permitted where the joint venture is a prime Bidder, and the MBE joint venturer is disqualified.

E. CONTINUING COMPLIANCE

Bidder and subcontractors are reminded that SMC 20.46 requires continuity of compliance with provisions thereof (20.46.130). Further, the City is authorized to impose sanctions or take such other actions as are designed to ensure compliance with provisions of SMC 20.46 (20.46.080).

III. COMPLIANCE DURING THE TERM OF THE CONTRACT

- A. During the term of the contract Bidders must utilize both WBEs and MBEs at a level at least as great as that identified in the Bidder's Women and Minority Business Enterprise Information Utilization Commitment Form. Any failure to meet these commitments will be considered a material breach of contract, if the awarding authority so finds, and may result in one or more of the following actions:

- (1) Suspension of contract;
- (2) Withholding of funds;
- (3) Rescission of a contract based upon a material breach of contract provisions pertaining to WBE and MBE utilization;
- (4) Disqualification of a Contractor from eligibility for providing goods or services to the City for a period not to exceed 2 years.

- B. During performance of the contract, any substitution for, or other failure to utilize, the WBEs or MBEs projected for use in the Commitment Form must be approved in advance by the Board of Public Works, upon the recommendation of HRD.

SCL 03849

CTY0048836

SEA289315

- C. Bidders shall require that their subcontractors make every effort to utilize WBEs and MBEs.
- D. Whenever individual contract supplements, amendments, or change orders are made which increase the total dollar value of the original contract by more than 10%, the Contractor shall increase WBE utilization by 9 % and MBE utilization by 20.5%, of the dollar value of any supplement, amendment or change order affecting an area of work in which WBEs and MBEs are performing as subcontractors, contractors, or joint ventures.
- E. HRD shall monitor compliance with the Bidder's Women's and Minority Business Enterprise Utilization Commitment during the term of the contract, and may require such reports or other information as is reasonably necessary to determine compliance.

IV. INTERPRETATION OF PROVISIONS

In case of any inconsistency between SMC 20.46 and Sections 1.C (Definitions) or I.D. (Counting MBE Participation Toward Meeting Goals) of this Specification, the specification shall apply.

SCL 03850

CTY0048837

SEA289316

V. MINORITY BUSINESS ENTERPRISE ASSISTANCE ORGANIZATIONS

Central Contractor's Assoc.
c/o Wright, Inc.
3700 South Genesee Street
Seattle, WA 98188
723-1362

Minority Business Officer
Small Business Administration
915 2nd Avenue
442-1470

Ronald H. Leverett or Leslie
Stallworth, Jr.
National Assoc. of Black Acct.
P.O. Box 2562
Seattle, Wash. 98111
442-1420

Director
Pierce County Minority Contractors
1036 South Sprague
Tacoma, WA 98403

Business Service Center
GSA 105B
GSA Center, Room 2413
Auburn, WA 98001
931-7957

State of Washington
Office of Minority and Women's
Business Enterprises
406 S. Water, M.S. FK-11
Olympia, WA 98504
(206)753-9693

VI. WOMEN BUSINESS ENTERPRISE ASSISTANCE ORGANIZATIONS

Office of Women's Right
City of Seattle
400 Yesler Building, 5th Floor
Seattle, WA 98104
684-0500

Bonnie Galloway
Small Business Administration
915 2nd Avenue
Seattle, WA 98174
442-2238

Seattle Chamber of Commerce
Small Business Dev. Council
215 Columbia
Seattle, WA 98104
542-2534

Women Entrepreneur Network
65 Marion Street
Seattle, WA 98104
340-1679

Associated Women Contractors
217 9th Avenue North
Seattle, WA 98109
623-8632

Women's Business Exchange
603 Stewart Street, Suite 314
Seattle, WA 98101
382-1234

Small Business Administration
2615 4th Avenue
Regional Offices
Seattle, WA 98121
931-7161

State of Washington, Office of
Minority and Women's Business
Enterprises
406 S. Water, M.S. FK-11
Olympia, WA 98504
(206)753-9693

VII. ADDITIONAL INFORMATION

If additional information is desired concerning DBE, WBE or MBE participation
inquiries may be directed to:

Human Rights Department, WMBE Unit
105 14th Avenue
Seattle, WA 98122
Phone: (206)625-4384

SCL 03851

WOMEN'S AND MINORITY BUSINESS ENTERPRISE.
INFORMATION AND UTILIZATION COMMITMENT FORM

I. BIDDER INFORMATION

Name _____

Address _____

Name of WBE/MBE Officer _____ Phone _____

A. Has the Bidder been certified as a WBE by OMWBE? Yes ___ No ___

If "Yes", will the Bidder perform at least 9% of the contract? Yes ___ No ___

(If the answer to both the above questions is "Yes", the Bidder has satisfied the WBE commitment requirement, and Bidder does not need to complete Section II on WBE utilization but must complete Section III and meet MBE commitment requirements.)

B. Has the Bidder been certified as an MBE by OMWBE? Yes ___ No ___

If "Yes", will the bidder perform at least 20.5% of the contract? Yes ___ No ___

(If the answer to both the above questions is "Yes", the Bidder has satisfied the MBE commitment requirement, and Bidder does not need to complete Section III on MBE Utilization, but must complete Section II and meet WBE commitment requirements.)

NOTE: The minimum participation percentages referred to above refer only to the WBE and MBE commitment. Requirements dictated by the particular funding source utilized by the City may also require the bidder (whether the bidder be WBE, MBE or other) to perform a different minimum percentage of the contract work with its own forces.

II. WBE UTILIZATION COMMITMENT (SEE SECTION II, Page 4, OF THE WMBE BID SPEC.)

The Bidder is committed to the WBE utilization indicated below:

1. Name of WBE _____

Address _____

Phone _____

Name and position of person contacted _____

Certified as WBE by OMWBE (Yes or No)? _____

Specify type of WBE utilization (e.g. subcontract, joint venture, etc.) _____

Type of work to be performed _____

Dollar value of subcontract or other participation: \$ _____

Bid item number(s) or a portion thereof to be awarded: _____

SCL 03852

- II. 2. Name of WBE _____
Address _____

Phone _____
Name and position of person contacted _____
Certified as WBE by OMWBE (Yes or No)? _____
Specify type of WBE utilization (e.g. subcontract, joint venture, etc.) _____

Type of work to be performed _____

Dollar value of subcontract or other participation: \$ _____
Bid item number(s) or a portion thereof to be awarded: _____

3. Name of WBE _____
Address _____

Phone _____
Name and position of person contacted _____
Certified as WBE by OMWBE (Yes or No)? _____
Specify type of WBE utilization (e.g. subcontract, joint venture, etc.) _____

Type of work to be performed _____

Dollar value of subcontract or other participation: \$ _____
Bid item number(s) or a portion thereof to be awarded: _____

4. Name of WBE _____
Address _____

Phone _____
Name and position of person contacted _____
Certified as WBE by OMWBE (Yes or No)? _____
Specify type of WBE utilization (e.g. subcontract, joint venture, etc.) _____

Type of work to be performed _____

Dollar value of subcontract or other participation: \$ _____
Bid item number(s) or a portion thereof to be awarded: _____

SCL 03853

BPW 11/87

CTY0048840

SEA289319

II.

5. Name of WBE _____
Address _____

Phone _____
Name and position of person contacted _____
Certified as WBE by OMWBE (Yes or No)? _____
Specify type of WBE utilization (e.g. subcontract, joint venture, etc.) _____

Type of work to be performed _____

Dollar value of subcontract or other participation: _____
Bid item number(s) or a portion thereof to be awarded: _____

III.

MBE UTILIZATION COMMITMENT (See Section II) page 4 of the WMBE Bid Spec.)

The Bidder is committed to the MBE utilization indicated below:

1. Name of MBE _____
Address _____

Phone _____
Name and position of person contacted _____
Certified as MBE by OMWBE (Yes or No)? _____
Specify type of MBE utilization (e.g. subcontract, joint venture, etc.) _____

Type of work to be performed _____

Dollar value of subcontract or other participation: \$ _____
Bid item number(s) or a portion thereof to be awarded: _____

2. Name of MBE _____
Address _____

Phone _____
Name and position of person contacted _____
Certified as MBE by OMWBE (Yes or No)? _____
Specify type of MBE utilization (e.g. subcontract, joint venture, etc.) _____

Type of work to be performed _____

III.

Dollar value of subcontract or other participation: \$ _____

Bid item number(s) or a portion thereof to be awarded: _____

3. Name of MBE _____

Address _____

Phone _____

Name and position of person contacted _____

Certified as MBE by OMWBE (Yes or No)? _____

Specify type of MBE utilization (e.g. subcontract, joint venture, etc.)
_____Type of work to be performed _____

Dollar value of subcontract or other participation: \$ _____

Bid item number(s) or a portion thereof to be awarded: _____

4. Name of MBE _____

Address _____

Phone _____

Name and position of person contacted _____

Certified as MBE by OMWBE (Yes or No)? _____

Specify type of MBE utilization (e.g. subcontract, joint venture, etc.)
_____Type of work to be performed _____

Dollar value of subcontract or other participation: \$ _____

Bid item number(s) or a portion thereof to be awarded: _____

5. Name of MBE _____

Address _____

Phone _____

Name and position of person contacted _____

Certified as MBE by OMWBE (Yes or No)? _____

Specify type of MBE utilization (e.g. subcontract, joint venture, etc.)

Type of work to be performed _____

SCL 03855

BPW 11/87..

CTY0048842

SEA289321

III. Dollar value of subcontract or other participation: \$ _____

Bid item number(s) or a portion thereof to be awarded: _____

IV. SUMMARY OF COMMITMENT

A. WBE

1. Total Dollar Amount of WBE Participation \$ _____

2. Dollar Amount of Total Bid \$ _____

3. Percentage of WBE Participation _____ %

UNLESS ITEM #3 ABOVE EQUALS OR EXCEEDS 9%, OR UNLESS THE BIDDER IS A CERTIFIED WBE AND WILL PERFORM AT LEAST 9% OF THE CONTRACT, THE BID WILL BE DECLARED NON-RESPONSIVE.

AND

B. MBE

1. Total Dollar Amount of MBE Participation \$ _____

2. Dollar Amount of Total Bid \$ _____

3. Percentage of MBE Participation _____ %

UNLESS ITEM #3 ABOVE EQUALS OR EXCEEDS 20.5%, OR UNLESS THE BIDDER IS A CERTIFIED MBE AND WILL PERFORM AT LEAST 20.5% OF THE CONTRACT, THE BID WILL BE DECLARED NON-RESPONSIVE.

NOTE: The minimum participation percentages referred to above refer only to the WBE and MBE commitment. Requirements dictated by the particular funding source utilized by the City may also required the bidder (whether the bidder be WBE, MBE or other) to perform a different minimum percentage of the contract work with its own forces.

I hereby certify that the above information is complete and accurate.

Signature of Bidder's Authorized Representative

Date

BPW 11/87

SCL 03856

CTY0048843

SEA289322

NON-COLLUSION AFFIDAVIT

STATE OF WASHINGTON)
) ss.
COUNTY OF)

....., being first
duly sworn on his oath says that the bid above submitted is a genuine and not
a sham or collusive bid, or made in the interest or on behalf of any person not
therein named; and he further says that the said bidder has not directly or in-
directly induced or solicited any bidder on the above work or supplies to put in
a sham bid, or any other person or corporation to refrain from bidding; and that
said bidder has not in any manner sought by collusion to secure to.....
self an advantage over any other bidder or bidders.

.....
(Contractor)

Subscribed and sworn to before me this day of 19.....

.....
Notary Public in and for the State of Washington, residing

at

Master 3

SCL 03857

CTY0048844

SEA289323

THIS CONTRACT, made this _____ day of _____ A.D., 19_____,
by and between THE CITY OF SEATTLE, a Municipal Corporation of the State of
Washington, as Owner, and _____,
as Contractor.

W I T N E S S E T H:

Section 1. The Contractor agrees to perform the work for

UNDERGROUND TANKS

1988 PROGRAM

SPECIFICATION NO. 2928

as ordered by Ordinance No. 113728, in all respects in accordance with the plans and specification now on file in the office of the Superintendent of City Light, and the Laws of the State of Washington, and Charter and Ordinances of the City of Seattle, as amended and now in force, all of which, so far as applicable, are hereby made a part of this Contract.

Section 2. The Contractor agrees to begin the Work immediately after Notice to Proceed has been issued and to carry on the Work regularly and uninterruptedly thereafter (unless the Owner shall otherwise, in writing, especially direct), with such force as to secure its completion within 90 calendar days from the date established in the Notice to Proceed; the time of beginning, rate of progress and time of completion being essential conditions of this Contract.

Section 3. That the Owner agrees to pay the Contractor for the actual Work completed according to the schedule of unit prices set forth in the proposal hereto attached and made a part of the Contract.

Section 4. That subject to applicable local, state and/or federal laws, the Contractor hereby covenants, stipulates and agrees:

The contract is subject to RCW 39.12, as amended, relating to prevailing wages and usual or fringe benefits. The hourly minimum rate of wage to be paid shall not be less than the prevailing rate of wage for the locality as determined by the State of Washington, Department of Labor and Industries.

That it is the sole responsibility of the Contractor to assign the appropriate classifications to all laborers, workmen or mechanics who will perform any work under this public works contract, and to ascertain the applicable prevailing wage rates and fringe benefits for each such classification.

SCL 03858

CTY0048845

SEA289324

CONTRACT (Continued)

That the Contractor will not make or permit any assignment or transfer of this Contract, or any of the work to be performed hereunder, nor sublet said work or any part thereof in any manner or by any scheme, device or subterfuge which will permit or secure the performance of labor upon or in connection with this work or under this Contract, at a rate of wage less than herein specified.

That every scheme or device by which employees employed upon or in connection with this work or under this Contract shall sublet or subcontract the same, or take any transfer or assignment of this Contract or of any work herein provided for, as a co-partnership or other association, whereby in lieu of receiving the minimum rate of wages hereinabove specified, they shall receive a less sum in cash and become sharers in the profits or losses under this Contract in compensation for their labor, shall be deemed a subterfuge, device or scheme to evade the provisions of this Contract, and shall be null and void and shall render this Contract subject to forfeiture.

The above covenants are made for the benefit of the individual employees of the Contractor, and that any employee performing work or labor under this Contract shall have a cause of action against the Contractor for the difference between the wages herein specified and the amount actually paid to such employee.

That the Contractor will keep complete and accurate payrolls upon which shall appear the following information with respect to each person employed upon or in connection with this work or under this Contract:

- | | |
|---|--------------------------------|
| 1. Employee's name and residence address; | 5. Travel Time paid; |
| 2. Classification of work as defined by specifications; | 6. Rate of Wages; |
| 3. Number of hours employed each day; | 7. Total amount earned; |
| 4. Total number of hours employed each payroll period; | 8. Deductions for medical aid; |
| | 9. Net amount paid; |
| | 10. Fringe benefits paid. |

Said payroll shall be at all times accessible and open to inspection by the Owner, and a copy thereof duly signed by the Contractor or his authorized agent and verified before a Notary Public, shall be filed with the Owner not later than seventy-two (72) hours after the expiration of each payroll period.

That all employees will be paid in full not less than once each week, and in lawful money of the United States, in the full amount accrued to each employee at the time of closing of the payroll, which shall not be more than three (3) days prior to the date of payment.

That in the event of violation of any of these covenants or any provision thereof, payment due from the Owner on any work done under this Contract may be withheld until full compliance therewith; that the work may be stopped, or at the discretion of the Owner, this contract may be cancelled and forfeited.

SCL 03859

CTY0048846

SEA289325

CONTRACT (Continued)

IN WITNESS WHEREOF, said City of Seattle has caused these presents to be signed by the Chairman of the Board of Public Works and to be attested by the Secretary of said Board, and said Contractor has hereunto set his hand the day and year first above written.

THE CITY OF SEATTLE

By _____

Chairman of Board of Public Works

Executive Director of Board of Public Works

CONTRACTOR

By _____

SCL 03860

CTY0048847

SEA289326

INSTRUCTIONS FOR PREPARATION OF
STATEMENT OF COMPLIANCE

This statement of compliance meets needs resulting from the amendment of the Davis-Bacon Act to include fringe benefits provisions. Under this amended law, the contractor is required to pay fringe benefits as predetermined by the Department of Labor, in addition to payment of the minimum rates. The contractor's obligation to pay fringe benefits may be met by payment of the fringes to the various plans, funds, or programs or by making these payments to the employees as cash in lieu of fringes.

The contractor should show on the face of his payroll all monies paid to the employees whether as basic rates or as cash in lieu of fringes. The contractor shall represent in the statement of compliance that he is paying to others fringes required by the contract and not paid as cash in lieu of fringes. Detailed instructions follow:

Contractors who pay all required fringe benefits:

A contractor who pays fringe benefits to approved plans, funds, or programs in amounts not less than were determined in the applicable wage decision of the Secretary of Labor shall continue to show on the face of his payroll the basic cash hourly rate and overtime rate paid to his employees, just as he has always done. Such a contractor shall check paragraph 4(a) of the statement to indicate that he is also paying to approved plans, funds, or programs not less than the amount predetermined as fringe benefits for each craft. Any exception shall be noted in Section 4(c).

Contractors who pay no fringe benefits:

A contractor who pays no fringe benefits shall pay to the employee and insert in the straight time hourly rate column of his payroll an amount not less than the predetermined rate for each classification plus the amount of fringe benefits determined for each classification in the applicable wage decision. Inasmuch as it is not necessary to pay time and a half on cash paid in lieu of fringes, the overtime rate shall be not less than the sum of the basic predetermined rate, plus the half time premium on the basic or regular rate plus the required cash in lieu of fringes at the straight time rate. To simplify computation of overtime, it is suggested that the straight time basic rate and cash in lieu of fringes be separately stated in the hourly rate column, thus \$3.25/.40. In addition, the contractor shall check paragraph 4(b) of the statement to indicate that he is paying fringe benefits in cash directly to his employees. Any exceptions shall be noted in Section 4(c).

Use of Section 4(c), Exceptions

Any contractor who is making payment to approved plans, funds, or programs in amounts less than the wage determination requires is obliged to pay the deficiency directly to the employees as cash in lieu of fringes. Any exceptions to Section 4(a) or 4(b), whichever the contractor may check, shall be entered in Section 4(c). Enter in the Exception column the craft, and enter in the Explanation column the hourly amount paid the employees as cash in lieu of fringes, and the hourly amount paid to plans, funds, or programs as fringes.

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SCL 03861

CTY0048848

SEA289327

Master 2

U.S. DEPARTMENT OF LABOR
WAGE AND HOUR DIVISION

STATEMENT OF COMPLIANCE

Form Approved
Budget Bureau No. 44-R1093

Date _____

I, _____ (Name of signatory party) _____ (Title) do hereby state:

(1) That I pay or supervise the payment of the persons employed by _____ (Contractor or subcontractor) on the _____ (Building or work) ; that during the payroll period commencing on the _____ day of _____, 19____ and ending the _____ day of _____, 19____, all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said _____ (Contractor or subcontractor) from the full weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948-63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. 276c), and described below:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

- ☐ - In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in Section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

- ☐ - Each Laborer or mechanic listed in the above referenced payroll has been paid as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS

NAME AND TITLE	SIGNATURE

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION SEE SECTION 1601 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE

Form WH-348 (1/66) PURCHASE THIS FORM DIRECTLY FROM THE SUPT. OF DOCUMENTS

SCL 03862

CTY0048849

SEA289328

DECLARATION OF OPTION FOR MANAGEMENT OF
STATUTORY RETAINED PERCENTAGE

- A. I hereby elect to have the retained percentage of this Contract held in a fund by the City of Seattle until thirty (30) days following the Date of Acceptance.

Signed _____

Date _____

- B. I hereby elect to have the City of Seattle invest the retained percentage of the Contract from time to time as such retained percentage accrues and in accordance with RCW 60.28.010, .020 and .050.

I hereby designate _____ as the repository for the escrow of said funds.

I hereby further agree to be fully responsible for payment of all costs or fees incurred as a result of placing said retained percentage in escrow and investing it as authorized by statute. The City of Seattle shall not be liable in any way for any costs or fees in connection therewith.

Signed _____

Date _____

SCL 03863

CTY0048850

SEA289329

Escrow No. _____

Agency _____

Contract No. _____

ESCROW AGREEMENTTO _____
(Bank or Trust Company)_____
(Branch)_____
(Address)

The Undersigned, _____,

herein referred to as the Contractor, has directed _____

_____, hereinafter referred to as the Agency, to deliver you its warrants which shall be payable to you and the Contractor jointly. Such warrants are to be held and disposed of by you in accordance with the following instructions and upon the terms and conditions hereinafter set forth.

INSTRUCTIONS

1. Warrants or checks made payable to you and the Contractor jointly upon delivery to you shall be endorsed by you and forwarded for collection. The moneys will then be used by you to purchase, as directed by the Contractor, bonds or other securities chosen by the Contractor and approved by the Agency. Attached is a list of such bonds, or other securities approved by the Agency. Other bonds or securities, except stocks may be selected by the Contractor, subject to express written approval of the Agency. Purchase of such bonds or other securities shall be in a form which shall allow you alone to reconvert such bond or other securities into money if you are required to do so by the Agency as provided in Paragraph 4 of this Escrow Agreement.

2. When and as interest on the securities held by you pursuant to this agreement accrues and is paid, you shall collect such interest and forward it to the Contractor at its address designated below unless otherwise directed by the Contractor.

SCL 03864

CTY0048851

SEA289330

Master 2

3. You are not authorized to deliver to the Contractor all or any part of the securities held by you pursuant to this agreement (or any moneys derived from the sale of such securities, or the negotiation of the Agency's warrants) except in accordance with written instructions from the Agency. Compliance with such instructions shall relieve you of any further liability related thereto.

4. In the event the Agency orders you to do so in writing, you shall, within thirty-five (35) days of receipt of such order, reconvert into money the securities held by you pursuant to this agreement and return such money together with any other moneys held by you hereunder, to the Agency.

5. The Contractor agrees to pay you as compensation for your services hereunder an initial fee of _____

_____ (\$ _____), and an annual fee of _____ (\$ _____)

on each collection of all warrants received by you hereunder. Payment of all fees shall be the sole responsibility of the Contractor and shall not be deducted from any property placed with you pursuant to this agreement until and unless the Agency directs the release to the Contractor of the securities and moneys held hereunder, whereupon you shall be granted a first lien upon such property released and shall be entitled to reimburse yourself from such property for the entire amount of your fees as provided for herein above. In the event that you are made a party to any litigation with respect to the property held by you hereunder, or in the event that the conditions of this escrow are not promptly fulfilled or that you are required to render any service not provided for in these instructions, or that there is any assignment of the interests of this escrow or any modifications hereof, you shall be entitled to reasonable compensation for such extraordinary services from the Contractor and reimbursement for all costs and expenses, including attorney fees occasioned by such default, delay, controversy or litigation.

6. This agreement shall not be binding until executed by the Contractor and the Agency and accepted by you.

7. This instrument contains the entire agreement between you, the Contractor and the Agency with respect to this escrow and you are not a party to nor bound by any instrument or agreement other than this; you shall not be required to take notice of any default or any other matter, nor be bound by nor required to give notice or demand, nor required to take any action whatever except as herein expressly provided; you shall not be liable for any loss or damage not caused by your own negligence or willful misconduct.

SCL 03865

CTY0048852

SEA289331

MASTER 2

8. The foregoing provisions shall be binding upon the assigns, successors, personal representatives and heirs of the parties hereto.

The undersigned have read and hereby approve the instructions as given above governing the administration of this escrow and do hereby execute this agreement of this _____ day of _____, 19____.

(Contractor)

(Agency)

By _____
(Title)

By _____

(Address)

The above escrow instructions received and accepted this _____ day of _____, 19____.

(Bank or Trust Company)

By _____
(Authorized Signature)

Master 2.

SCL 03866

CTY0048853

SEA289332

1.01 MINIMUM HOURLY RATE OF WAGE

This contract is subject to Chapter 39.12 RCW relating to prevailing wages on public works.

All laborers, workmen or mechanics shall be paid not less than the minimum hourly rate of wage established by the Industrial Statistician for each job classification, provided that nothing herein contained shall be construed to prohibit the Contractor or any subcontractor from paying any laborer, workman or mechanic, wages in excess of such established minimum rates.

1.02 CONTRACTOR TO ASCERTAIN PREVAILING WAGE RATE

It is the sole responsibility of the Contractor to assign the appropriate classification to all laborers, workmen or mechanics who will perform any work pursuant to this contract, and to ascertain the applicable prevailing rate of wage for each such classification.

Current prevailing wage data can be obtained by the Contractor from the Industrial Statistician of the Department of Labor and Industries, Industrial Relations Division, General Administration Building, Olympia, Washington 98504, (206) 753-4019.

1.03 EFFECTIVE DATE FOR DETERMINATION OF PREVAILING WAGE RATE

In accordance with WAC 296-127-011, the effective date for determination of prevailing wages by the Department of Labor and Industries will be the date of bid opening. The prevailing wages so determined will remain unchanged for the duration of Contract.

1.04 HOURS OF LABOR AND OVERTIME

Pursuant to WAC 296-127-022, work performed on Public Works contracts with bid due dates of June 9, 1988 and thereafter, will not require the payment of overtime rates for the first two hours worked in excess of eight hours per day when:

The Industrial Statistician has determined that the prevailing wage rates are those which are stipulated in a collective bargaining agreement that permits a 4-10 work week without the payment of overtime rates for the two hours worked in excess of eight hours per day and

The workers are covered under a collective bargaining agreement or

The workers are not members of a collective bargaining organization which is signatory to the collective bargaining agreement, but they have signed an agreement to work under the specified conditions.

SCL 03867

CTY0048854

SEA289333

Paragraph 1.04 (Continued)

The Industrial Statistician has determined that the prevailing rate of wage does not require the payment of overtime for the first two hours in excess of eight hours per day and the workers have signed an agreement to work under that condition.

For the purpose of this rule an agreement must:

Have been authorized by employees who bargained collectively with their employers through representatives of their own choosing or

Be obtained in writing and

Be obtained individually from each employee and

Obtained separately for each Public Works project and

Obtained from each employee before he or she starts work on a Public Works project

Obtained voluntarily.

It is prohibited to work more than ten hours in any calendar day on a public works project except in cases of extraordinary emergency, such as danger to life or property.

1.05 PREVAILING WAGE

The following hourly rates and fringe benefits were established prevailing rates of wage in King County for the classifications listed. These rates and fringe benefits were current on July 1, 1988 but are subject to change and may not be the prevailing rates of wage at the date of bid opening.

HOURLY SCALE OF WAGES - 1988

<u>Job Classification</u>	<u>Per Hour</u>
<u>ASBESTOS WORKERS:</u>	
Mechanic	\$21.07
Health & Welfare	1.24
Pension Fund	1.95
Occupational Health & Research Fund	0.03
Apprentice Fund	0.08
<u>CERTIFIED ASBESTOS ABATEMENT WORKERS</u>	\$14.96
Health & Welfare	1.75
Pension	1.55
Training Fund	0.13

SCL 03868

CTY0048855

SEA289334

<u>Job Classification</u>	<u>Per Hour</u>
<u>BOILERMAKERS</u>	
Boilermaker - Blacksmith - Storage Tank Erection & Repair	\$19.67
Health & Welfare	2.15
Pension	1.25
Vacation	1.00
Apprenticeship	0.10
<u>BRICKLAYERS AND MARBLE MASONS</u>	
Bricklayer - Blocklayer	19.12
Caulkers, Cleaners, Tuck Pointers	19.12
Marble Mason, Stone Mason	19.12
Health & Welfare	1.47
Pension Fund	1.55
Apprenticeship	0.16
<u>CARPENTERS:</u>	
Acoustical Workers	18.03
Bridge, Dock & Wharf Builders, Piledrivers	18.07
Carpenter - Drywall Applicator	17.87
Carpenters on Creosoted Material	17.97
Floorfinishers, Floorlayers, Floorsanders, Sawfilers	
Shinglers, Stationery Power Saw Operators and	
Stationery Power Woodworking Tools	18.00
Health & Welfare	1.50
Pension	1.40
Apprentice Fund	0.06
<u>Overtime Rates</u>	
All hours worked in excess of 8 hours per day or 40 hours per week, Monday through Friday, and all hours worked on Saturday (except make up days) shall be paid at one and one-half times the regular rate of pay.	
All hours worked on Sundays and Holidays shall be paid at double the regular rate of pay.	

SCL 03869

CTY0048856

SEA289335

<u>Job Classification</u>	<u>Per Hour</u>
<u>CEMENT MASONS:</u>	
GROUP I	\$18.41
Application of Sealing Compound	Curing Concrete
Concrete Paving	Patching Concrete
Curb and Gutter	Sidewalks
Cement Mason-Building General	
GROUP II	\$18.66
Composition Mastic, Finish Colored Concrete, Hand Power Grinder, Gunite Nozzleman, Power Tools (Grinders and all others).	
Application of Underlayment, Concrete Saw (Self-powered), Epoxy, Plastic, Sandblasting Architectural Finish, Tunnel Workers.	
GROUP III	\$19.91
Trowel Machine on colored slabs, Composition or Kalman Floors	
Health & Welfare	1.60
Pension	1.75
Training Fund	0.10
<u>COMMUNICATION TECHNICIANS:</u>	12.86
Journeyman Electronic Technician	12.86
<u>DIVERS & TENDERS:</u>	
Assistant Tender	17.82
Divers - up to 50 feet depth	43.65
Tenders	18.87
Health & Welfare	1.50
Pension	1.40
Apprentice Fund	0.06
<u>DRYWALL FINISHERS:</u>	
Drywall Taper	18.43
Health/Welfare/Dental	1.70
Pension	0.85
Apprentice Training	0.10

SCL 03870

CTY0048857

SEA289336

<u>Job Classification</u>	<u>Per Hour</u>
<u>ELECTRICIANS:</u>	
Cable Splicer - Foreman	\$21.03
Construction Stockman	10.29
Electrician, Wireman	19.12
Health & Welfare	0.985
Pension - NEBF - 3% of the hourly rate	
Apprentice Fund	0.10
Pension (Local)	2.30
Pension - Local (Const. Stockman)	1.00

ELECTRICIANS - LINE CONSTRUCTION:

<u>GROUP 1</u>	<u>\$23.08</u>
Cable Splicer Foreman	
<u>GROUP 2</u>	<u>\$21.68</u>
Cable Splicer - Pole Sprayer Leadman - Line Crew Foreman	
<u>GROUP 3</u>	<u>\$19.59</u>
Heavy Line Equipment Man - Lineman	
Pole Sprayer - Welder, Certified	
<u>GROUP 4</u>	<u>\$16.89</u>
Line Equipment Man	
<u>GROUP 5</u>	<u>\$14.78</u>
Head Groundman	
Jackhammerman - Powderman	
<u>GROUP 6</u>	<u>\$13.90</u>
Groundman - Holedigger	
Health & Welfare	1.25
Pension - Groups 1, 2, 3	2.30
All others	1.50
NEBF 3% of hourly rate	
Apprenticeship 1/2% of hourly rate	

ELEVATOR CONSTRUCTORS:

Constructor	14.00
Mechanic	20.00
Mechanic in Charge	22.50
Probationary Constructor	10.00
Health & Welfare	2.445
Pension	1.79
Educational Fund	0.085
Vacation under 5 years, 6% hourly rate	
5 Years and over, 8% hourly rate	

SCL 03871

CTY0048858

SEA289337

<u>Job Classification</u>	<u>Per Hour</u>
<u>FENCE ERECTORS AND FENCE LABORERS:</u>	
Fence Erector	\$13.00
Fence Laborer	10.95
<u>FLAGGERS:</u>	
Flagger	10.78
Fringe Benefits	3.43
<u>GLAZIERS:</u>	
Journeyman	16.99
Apprentice Training	0.18
Health & Welfare	0.75
Holidays	0.46
Pension	1.75
Vacation	1.02
<u>INSULATION APPLICATORS:</u>	
Journeyman	14.22
Health & Welfare	1.50
Pension	1.40
Training Fund	0.06
<u>IRON WORKERS:</u>	
Burners - Ironworkers - Welders	18.26
Ornamental - Reinforcing	18.26
Riggers - Structural	18.26
Apprenticeship	0.25
Health & Welfare	2.36
Pension	2.15
Annuity	0.45

Overtime - the first 2 hours in excess of 8 hours per day, Monday through Friday, and the first 10 hours on Saturday shall be paid at one and one-half times the regular rate of pay. All other overtime hours and all hours worked on Sundays and holidays shall be paid at double the regular rate of pay.

SCL 03872

CTY0048859

SEA289338

Job ClassificationPer HourLABORERS:

GROUP 1	\$ 8.46
Window Cleaner	

GROUP 2	\$10.78
Batch Weighman	Pilot Car
Crusher Feeder	Toolroom Man (at job site)

GROUP 3	\$15.46
Ballast Regulator Machines	Gabian Basket Builder
Carpenter Tender	General Laborer
Cement Finisher Tender	Grinders
Chipper-Chuck Tender	Pot Tender
Cleaning Laborer	Powderman Helper
Concrete Form Stripper	Stake Hopper
Curing Concrete	Topman - Tailman
Demolition: Wrecking & Moving	Tugger Operator
(including Charred Material)	Vibrating Screed (Air, Gas
Epoxy Technician	Or Electric)

GROUP 4	\$15.94
Asphalt Raker	Pavement Breaker, 90 lbs. & over
Cement Dumper - Paving	Pipe Reliner (not insert type)
Concrete Saw Operator	Pipe Layer & Caulker
Driller-Wagon & Air Trac Operator	Railroad Spike Puller (power)
Faller & Bucker-Chain Saw	Spreader (concrete)
Grade Checker & Transit Man	Spreader - Clary Power or
High Scaler - Hod Carrier	similar types
Jackhammer	Tamper (multiple & self propelled)
Manhole Builder	Tamper & Similar Electric &
Nozzleman (concrete pump,	Air Operated Tools
green cutter when using	Timberman - Sewer (Lagger, Shorer
combination of high pressure	& Cribber)
air & water on concrete &	Track Liner (Power)
rock, sandblast, gunnite,	Vibrator
shotcrete) water blaster	Well Point Man

GROUP 5	\$16.30
Cassion Worker	Powderman
Miner	Re-Timberman

Foreman: Fifty cents per hour above the highest laborer's classification supervised	
Health & Welfare	1.75
Pension	1.55
Training Fund	0.13

SCL 03873

CTY0048860

SEA289339

<u>Job Classification</u>	<u>Per Hour</u>
<u>LABORERS (SEWER AND WATER LINE CONSTRUCTION):</u>	
General Laborer	\$14.38
Pipelayer	14.86
Topman	14.72
Health & Welfare	1.75
Pension	1.55
Training Fund	0.13
<u>LANDSCAPE CONSTRUCTION:</u>	
Irrigation and Landscape Plumbers	10.62
Irrigation and Landscape Power Equipment Operators	11.18
Landscaping or Planting Laborers	8.46
Total Hourly Benefits - Landscape Laborer	3.30
Landscape Plumber	3.25
Landscape Equipment Operator	3.95
<u>LANDSCAPE GARDENER:</u>	
*(Maintenance Only): Federal Minimum Wage (3.35)	*
<u>LATHERS:</u>	
Journeyman	17.71
Foreman 2 to 5 men	18.24
6 to 9 men	18.77
10 men or more	19.29
Health & Welfare	1.50
Apprenticeship	0.06
Pension	1.50

SCL 03874

CTY0048861

SEA289340

<u>Job Classification</u>	<u>Per Hour</u>
<u>PAINTERS:</u>	
Brush, Roller, Paperhanger	\$17.24
Steeple, Tower	17.99
Industrial Painter includes: Steam Cleaner, Power Wash (over 2000 psi), Bridge, Epoxy, Toxic Spray, Sandblast (pot tender - brush rate), Steel, Tank, Suspended Scaffolding, pipes, industrial work in industrial plants	17.64
Foreman - .75/hour over the highest paid Journeyman on the job	
General Foreman - \$1.00 over highest paid on the job	
Health & Welfare/Dental	1.70
Pension Fund	0.96
Apprentice Fund	0.06
Overtime - All hours worked in excess of 8 hours per day or 40 hours per week shall be paid at 1 1/2 times the regular rate	
<u>PLASTERERS:</u>	
Journeyman	18.26
Health & Welfare	1.62
Pension Fund	2.00
Apprenticeship Fund	0.25
<u>PLUMBERS & PIPEFITTERS:</u>	
Commercial Pump Installers	19.25
Foreman	21.18
General Foreman	22.14
Journeyman Plumber & Pipefitter	19.25
Welder	19.25
Dental	0.41
Health & Welfare	1.45
Pension	2.45
Vacation	2.75
Apprenticeship	0.18

SCL 03875

CTY0048862

SEA289341

Job ClassificationPer HourPOWER EQUIPMENT OPERATORS:GROUP I\$18.73

Cableways

Crane - overhead, bridge type 45 tons through 99 tons

Crane over 45 tons up to 100 tons or over 150' of boom including jib

Helicopter Winch

Loader, Overhead 6 yards up to 8 yards

Mucking Machine

Quad 9 and similar D-10 and HD-41

Remote Control Operator on rubber-tired earth moving equipment

Rollagon

Scrapers, Self-Propelled 45 yards and over

Shovels, Backhoes over 3 yards to 6 yards

Slipform Pavers

Tower Crane

Transporters, all track or truck type

GROUP IA\$19.23

Crane - overhead, bridge type 100 tons and over

Cranes 100 tons and over or 200' of boom including jib and over

Loader 8 yards and over

Shovels and attachments 6 yards and over

GROUP II\$18.29

Bump Cutter

Chipper

Concrete Batch Plant Operator

Crane - overhead, bridge type 20 thru 44 tons

Cranes 20 tons up to 45 tons

Crushers

Derrick

Drilling Machine

Finishing Machine

Leadman Mechanic 30¢ over Mechanic

Loaders, Overhead under 6 yards

Locomotives, all

Mechanics, all

Mixers, Asphalt Plant

Motor Patrol Graders - finishing, bluetops, pulling slopes, ditches, etc.

Pave or Curb Extruder (asphalt and concrete)

Piledriver

Pump Truck mounted concrete pump with boom attachment

Roto-Mill Pavement Profiler

Scrapers, Self-Propelled under 45 yards

Screedman

Shovels, Backhoes 3 yards and under

Sub-grader - Trimmer

Tractor, Backhoe over 60 H.P.

SCL 03876

CTY0048863

SEA289342

<u>Job Classification</u>	<u>Per Hour</u>
<u>POWER EQUIPMENT OPERATORS: (Continued)</u>	
<u>GROUP III</u>	<u>\$17.93</u>
Conveyors	
Cranes, up to 20 tons	
Dozers, D-9 and under, Yo-Yo, Pay Dozer	
Equipment Service Engineer	
Fork Lifts	
Hoists, Air Tuggers, etc.	
Hydra Lifts/Boom Trucks over 10 tons	
Loaders - Elevating Type	
Motor Patrol Grader - non-finishing	
Oiler Driver on Truck Crane	
Rollers, on Plant, road mix, or multilift materials	
Saws, Concrete	
Scrapers - Carry all, Concrete	
Spreaders, Blaw Knox, etc.	
Tractor, Backhoe, 60 HP and under	
Trenching Machines	
<u>GROUP IV</u>	<u>\$15.83</u>
A-Frame Crane, 10 tons and under	
Assistant Engineer	
Bobcat - Brooms	
Compressors	
Grade Checker and Stakeman	
Hydra Lifts/Boom Trucks 10 tons and under	
Oil Distributors, blower, etc.	
Pavement Breaker	
Permanent Shaft-type Elevators	
Posthole Digger, Mechanical	
Power Plant	
Probe Tender (Roto Mill)	
Pumps, water	
Roller, other than plant road mix	
Wheel Tractors, Farmall Type	
Health & Welfare	\$ 1.95
Pension	2.00
Training Fund	0.26
Foreman - \$0.50/hour over highest classification under his supervisor	
Overtime - All work performed in excess of 8 hours per day or 40 hours per week Monday through Friday, and all work performed on Saturdays (except when worked as a make up day) shall be paid at 1½ times the regular rate. All work performed on Sundays and holidays shall be paid at double the regular rate of pay.	

SCL 03877

CTY0048864

SEA289343

Job ClassificationPer HourPOWER EQUIPMENT OPERATORS (SEWER & WATER CONSTRUCTION):GROUP 1\$17.42

Back Filler	Front End Loader (2 yds. and over)
Backhoe (780 case type & larger with attachments)	Mechanic
Clam	Mechanic Welder
Crane	Motor Grader
Ditching Machine	Screed
Dozer (all Cat type D-3 & larger)	Shovel (3 yds. and under)
Dragline	Side Boom (all Cat type D-3 & larger)

GROUP 2\$16.925

Backhoe (680 case type and smaller with attachments)	Mechanical Greaser (large grease truck)
Bending Machines	Paving Machines
Boom Truck (stationary)	Pot Fireman (engine operated above 3 bbl)
Boring Machine	Rollers
Compactors	Service Plow
Dozer (any type smaller than Cat D-3)	Side Boom (any type smaller than cat D-3)
Drills (Leroi type)	Tractair
Front-End Loader (under 2 yd.)	Well Point System
Gin Truck	

GROUP 3\$14.96

Air Compressor	Oiler
Chain Type Ditcher (Ditch Witch)	Pump
Concrete Saw	Welding Machine
Oil-Greaser	

Health & Welfare	\$ 1.95
Pension	2.00
Training Fund	0.26

Overtime - all work performed in excess of 8 hours per day or 40 hours per week and all work performed on Saturdays (except make-up days) and Sundays shall be paid at one and one-half times the regular rate of pay. All work performed on holidays shall be paid at double the regular rate of pay.

SCL 03878

CTY0048865

SEA289344

<u>Job Classification</u>	<u>Per Hour</u>
<u>REFRIGERATION AND AIR CONDITIONING MECHANICS:</u>	
Journeyman	\$18.27
Health & Welfare	1.25
Pension	2.18
Vacation	2.18
Apprenticeship	0.16
Dental	0.41
<u>ROOFERS & WATERPROOFERS:</u>	
Journeyman	18.85
Tile & Slate Roofers	19.10
Irritable Bituminous Materials	21.85
Foreman - 75 cents per hour over highest classification supervised	
Health & Welfare	1.20
Pension Fund	1.30
Apprenticeship	0.07
<u>SHEETMETAL WORKERS:</u>	
Foreman	22.70
Journeyman	21.00
Material Man	14.00
Health & Welfare	1.35
Pension Fund	1.80
Apprenticeship	0.16
SASMI - 3%	
<u>SIGN HANGERS AND SIGN PAINTERS AND CONSTRUCTION MEN:</u>	
Production - Silk Screener	7.82
Construction "B"	7.91
Sign Hanger and Construction Man	15.63
Shop Person	4.99
Sign Painter	18.39
Silk Screener	12.16
Dental	0.17
Health & Welfare	1.19
Pension	1.05

SCL 03879

CTY0048866

SEA289345

<u>Job Classification</u>	<u>Per Hour</u>
<u>SOFT FLOOR LAYERS:</u>	
Carpet Layers - Linoleum Layers	17.30
Plastic, Resilient, Metal Tile Layer	17.30
Seamless Surface Coating Installer	17.30
Apprenticeship	0.17
Health & Welfare	1.16
Pension	1.50
<u>SPRINKLER FITTERS - FIRE PREVENTION:</u>	
Journeyman	21.49
Apprenticeship	0.185
Health & Welfare	2.05
Pension	6.10
<u>SUNSCREEN INSTALLERS AND WINDOW TINTERS:</u>	
Sun Screen Installers	11.20
Window Tinters	11.20
Health & Welfare	0.34
Pension	0.30
Vacation and Holiday Pay	0.60
<u>SURVEYORS:</u>	
Chain Person	8.25
Instrument Person (Junior Engineer)	10.00
Party Chief (Assistant Engineer)	11.50
Total Hourly Benefit - Party Chief	1.50
Total Hourly Benefit - Instrument Person	1.00
Total Hourly Benefit - Chain Person	0.70

SCL 03880

CTY0048867

SEA289346

Job ClassificationPer HourTEAMSTERS:

A-Frame or Hydralift trucks or similar equipment when A-Frame or hydralift or similar equipment is in use	\$17.89
Buggymobile and similar	17.58
Bulk Cement Tanker	17.74
Bull Lifts, or similar equipment used in loading or unloading trucks, transporting materials on jobsites: Warehousing	17.41
Bull Lifts, or similar equipment used in loading or unloading trucks, transporting materials on jobsites: Other than warehousing	17.41
Bus or employee haul	17.41
Dumpster and similar equipment:	
Tournorockers, Tournowagon, Tournotrailer, Cat DW Series, Terra Cobra, LeTourneau, Westinghouse, Athey Wagon, Euclid, Two & Four-Wheeled Power Tractor with trailer and similar top-loaded equipment transporting material & performing work in Teamster jurisdiction: Dump Trucks, side, end and bottom dump, including Semi Trucks and trains or combinations thereof: Up to and including 5 yards	17.31
Over 5 yards to and incl. 12 yards	17.53
Over 12 yards to and incl. 16 yards	17.69
Over 16 yards to and incl. 20 yards	17.74
Over 20 yards to and incl. 30 yards	17.91
Over 30 yards to and incl. 40 yards	18.07
Over 40 yards to and incl. 55 yards	18.23
Escort Driver	12.25
Explosive Truck (Field Mix) and Similar Equipment	17.63
Flaherty Spreader	17.74
Flatbed Truck, Dual Rear Axle	17.52
Flatbed Truck, Single Rear Axle	15.50
Fuel Truck, Grease Truck, Greaser, Battery Service Man and/or Tire Service Man	17.71
Hyster Operators (Hauling Bulk Loose Aggregates)	17.58
Leverman and Loaders at Bunkers and Batch Plants	17.31
Lowbed and Heavy Duty Trailer: Over 100 tons gross	18.07
Lowbed and Heavy Duty Trailer: Under 50 tons gross	17.63
Lowbed and Heavy Duty Trailer: 50 tons gross to and including 100 tons gross	17.91
Mechanic	17.75
Mechanic Helper	17.16
Oil Distributor Driver (Road)	17.74
Pick-up Truck	15.50
Scissors Truck	17.41
Slurry Truck Driver	17.63
Sno-Go and Similar Equipment	17.63
Straddle Carrier (Ross, Hyster and Similar)	17.58
Swamper	17.31
Team Driver	17.36
Tractor, Small Rubber-Tired (when used within Teamster jurisdiction)	17.41

SCL 03881

CTY0048868

SEA289347

<u>Job Classification</u>	<u>Per Hour</u>
<u>TEAMSTERS: (Continued)</u>	
Transit-mix Used Exclusively in Heavy Construction:	
Over 20 yards	\$18.76
Over 16 yards to and incl. 20 yards	18.60
Over 12 yards to and incl. 16 yards	18.44
Over 10 yards to and incl. 12 yards	18.28
Over 8 yards to and incl. 10 yards	18.11
Over 6 yards to and incl. 8 yards	17.95
Over 4½ yards to and incl. 6 yards	17.79
0 yards to and incl. 4½ yards	17.62
Vacuum Truck	17.41
Warehouseman and Checkers	17.31
Water Wagon and Tank Truck: Up to 1,600 gallons	17.41
Water Wagon and Tank Truck: 1,600 gallons to 3,000 gallons	17.58
Water Wagon and Tank Truck: Over 3,000 gallons	17.74
Winch Truck: Dual Rear Axle	17.63
Winch Truck: Single Rear Axle	17.41
Wrecker, Tow Truck and Similar Equipment	17.41
Health and Welfare	1.89
Pension	1.82
<u>TERRAZZO WORKERS & TILE SETTERS:</u>	18.35
Health & Welfare	1.47
Pension	1.55
Training Fund	0.16
<u>TILE, MARBLE & TERRAZZO FINISHERS:</u>	16.01
Pension Fund	0.75
Health & Welfare	1.47
<u>TRAFFIC CONTROL STRIPERS:</u>	
Journeyman Pavement Striper	17.15
Foreman	20.12
Health & Welfare	1.70
Pension	0.50
Apprentice Training	0.06

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<u>Job Classification</u>	<u>Per Hour</u>
<u>TREE TRIMMERS:</u>	
(Chipperman)	\$12.28
Spray Foreman	16.60
Spray Man	12.28
Tree Trimmer	15.35
Tree Trimmer Foreman	17.77
Tree Trimmer Groundman	10.75

Overtime - All hours worked in excess of 8 hours per day or 40 hours per week, Monday thru Friday, and all hours worked on Saturdays, Sundays and Holidays shall be paid at double the regular rate of pay.

Chipperman wages to be used only for employees hired as "Chipper Operators" in the industry three years prior to February 1, 1985. Employees hired between 2/1/85 and 9/1/87 to perform Chipperman work must be registered as Apprentice Tree Trimmers or they must be paid Journeyman Tree Trimmer prevailing wages.

Effective 9/1/87 Tree Trimmer Groundman may also perform Chipperman work.

Apprenticeship	1/2% of hourly rate	
Health and Welfare		1.25
Pension - National	3% of hourly rate	
Pension: Local - Tree Trimmer Foreman		
Tree Trimmer, Spray Foreman		2.00
Pension: Local - All Others		1.30

WELL DRILLERS:

Helper - Oiler	9.00
Irrigation Pump Installers - Well Driller	11.15

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1.01 DEFINITIONS AND SYMBOLS

A. ABBREVIATIONS AND SYMBOLS

Standard abbreviations and symbols common to the fields of engineering and construction are used throughout the Contract Documents without further definition. Such use may describe materials, provide dimensions or units of measure, or identify construction features. Additional abbreviations shall be as listed in the Construction Specifications Institute Manual of Practice. Where there is a discrepancy between the abbreviations and symbols listed in CSI's Manual of Practice and the Contract Documents, the listing included with the Contract Documents shall prevail.

When used in the Proposal to define items of work and units of measurement, the abbreviations used shall be construed to mean the full expression.

Welding symbols shall be construed to mean the definition as currently published by the American Welding Society.

B. DEFINITIONS OF TERMS

Wherever used in these General Conditions or in other parts of the Contract Documents, the following words and terms or pronouns in place of them will have these meanings. Words importing the singular only also include the plural and vice versa where the context requires.

1. ADDENDA

Written or graphic instruments, issued prior to the bid opening, which modify or interpret the Bidding Documents by additions, deletions, clarifications, or corrections.

2. ADDITION TO CONTRACT PRICE

The amount added to the Contract Price by Change Order.

3. ADDITIVE

A supplemental unit of work or group of bid items, identified separately in the Proposal, which may, at the discretion of the Owner, be awarded in addition to the basic amount bid should sufficient funding be available.

4. AWARD OF CONTRACT

The formal decision of the Owner to accept the Bid of the lowest and best Bidder for the Work.

SCL 03884

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Paragraph 1.01 - B (Continued)5. BID

The written offer of a Bidder, executed pursuant to the Bidding Documents, to perform the Work covered by the Contract for a specific price.

6. BIDDER

Any individual, partnership, firm, corporation, or joint-venture that submits a Bid. When required by law, or otherwise, such individual, partnership, firm, corporation, or joint-venture shall be prequalified.

7. BIDDING DOCUMENTS

Bidding Requirements, Contract Forms and Conditions of the Contract, the Specifications (Divisions 1-16), the Proposal, Drawings and Addenda.

8. BID GUARANTY

Bid bond, cashier's check or certified check accompanying the Bid as a guaranty that the Bidder will enter into contract with the Owner for performance of the Work if the Bidder is awarded the Contract.

9. CHANGE ORDER

A written order to the Contractor, issued by the Engineer after execution of the contract, authorizing an addition, deletion, or revision in the Work within the scope of the Contract Documents, and establishing the basis of payment and time adjustments for the work affected by the change.

10. CLAIM

A request, or demand, from the Contractor to the Owner for compensation or adjustment to Contract Time in accordance with the provisions of the Contract Documents.

11. CONDUIT

A tube for receiving and protecting electrical wires.

12. CONSULTANT

A licensed registered engineer or architect or an authorized member of a licensed consulting firm or organization retained by the Owner for design and or the construction engineering of the Work.

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Paragraph 1.01 - B (Continued)13. CONTRACT

The written form of agreement between the Owner and the Contractor setting forth the obligations of the parties thereunder including, but not limited to, the performance of work, the furnishing of labor and materials, the basis of payment, and the time of completion.

14. CONTRACT AMOUNT

The total monies payable to the Contractor under the terms and conditions of the Contract Documents.

15. CONTRACT DOCUMENTS

The entire agreement between the Owner and the Contractor. The Contract Documents consist of:

- A. The Contract.
- B. The Notice to Proceed.
- C. The Bidding Requirements, Contract Forms and Conditions of the Contract.
- D. The General Requirements and the Technical Provisions. (Division 1-16).
- E. The Bid Drawings.
- F. The Addenda.
- G. The Contractor's Bid (including documentation accompanying the Proposal and any post-Bid documentation submitted prior to the Award approved for inclusion in the Contract by the Owner).
- H. The Performance Bond.
- I. Supplementary Drawings.
- J. All Modifications issued after execution of the Contract.

The Reference Drawings, Contractor's Drawings, and the Appendices to the Bidding Documents do not form part of the Contract Documents.

16. CONTRACTOR

The individual, firm, joint-venture, partnership, or corporation, and such heirs, executors, administrators, successors, and assigns, or their lawful agent under the Performance Bond, constituting one of the principals to the Contract and undertaking to perform the Work herein specified.

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Paragraph 1.01 - B (Continued)17. CONTRACT PRICE

The total price of the proposed work at time of Award of Contract.

18. CONTRACT TIME

The time period in Days stated in the Contract, or established by a definite date for completion of the Work. The Contract Time can be adjusted by time extensions approved by the Owner.

19. DATE OF ACCEPTANCE

The date certified in writing by the Owner when all requirements of the Contract Documents have been met.

20. DATE FOR COMPLETION

The definite date established by issue of Notice to Proceed when the scheduled work is to be satisfactorily completed in accordance with the Contract Documents.

21. DATE OF COMPLETION

The date certified in writing by the Engineer when the Work has been satisfactorily completed in accordance with the Contract Documents.

22. DATE OF CONTRACT

The date stated on the face of the Contract.

23. DATE OF SUBSTANTIAL COMPLETION

The date certified in writing by the Engineer when the Work or a designated portion thereof is sufficiently complete in accordance with the Contract Documents as to allow the Owner to occupy and use the Work or designated portion thereof for the purpose for which it is intended.

24. DAY

A calendar day of twenty-four hours measured from midnight to the next midnight.

25. DISPUTE

The lack of agreement between any parties that have obligations, duties or responsibilities under the terms of the Contract Documents.

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Paragraph 1.01 - B (Continued)26. DRAWINGS (PLANS)

Any drawings approved for use in connection with the Contract. The terms "drawings" and "plans" are synonymous.

- A. Bid Drawings. Drawings which show the Work to be completed under the Contract Documents.
- B. Contractor's Drawings. Drawings to be supplied by the Contractor, including Working Drawings and Field Detail Drawings.
- C. Supplementary Drawings. Drawings furnished to the Contractor by the Engineer as construction progresses.
- D. Reference Drawings. Drawings which are supplied with the Contract Documents for information only.
- E. Working Drawings (Shop Drawings). Drawings or details furnished by the Contractor or the Contractor's Vendor to explain in detail specific portions of the Work. The terms "working drawings" and "shop drawings" are synonymous.
- F. Field Detail Drawings. Drawings and related bills of material prepared by the Contractor to detail the construction, including concrete lift drawings, reinforcing steel placing drawings, electrical conduit routing drawings and piping bills of material.

27. DUCT (DUCT BANK)

Two or more conduits, encased in sand or concrete located underground for electrical distribution.

28. DUCT RUN

A single conduit directly buried or encased in sand or concrete located underground for electrical distribution.

29. EASEMENT

A vested or acquired right, legally documented, allowing use of land, other than as a tenant, for a specific purpose.

30. ENGINEER

- A. The chief executive officer, or authorized assistant, of a City Department or division, who is currently a licensed registered Engineer of the State of Washington, acting directly or through duly authorized representatives in the administrative management of the Contract.

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Paragraph 1.01 - B (Continued)

- B. An independent engineering partnership or corporation, legally authorized to act as adviser and consultant to the Owner on engineering matters relating to the Contract.

31. EXTRA COST

An approved increase in the compensation to be paid to the Contractor for any act or happening or cause beyond the control of the Contractor which results in unscheduled expenditure by the Contractor.

32. EXTRA WORK

Contract operations authorized by alterations or additions to the Drawings and Specifications for which no price is provided in the Contract Documents.

33. FURNISH

Perform all requirements and pay all expenses, including those for labor, materials, tests, plant, and overhead necessary to obtain a specified item, article, or piece of apparatus or equipment and to deliver it to a geographical location, designated in the Contract Documents.

34. HOLIDAYS

Recognized Holidays for the City of Seattle are:

the first day of January;
the third Monday of January, being the anniversary of the birth of Martin Luther King, Jr.;
the twelfth day of February, being the anniversary of the birth of Abraham Lincoln;
the third Monday of February, being the anniversary of the birth of George Washington;
the last Monday of May, known as Memorial Day;
the fourth day of July, being the anniversary of the Declaration of Independence;
the first Monday in September, known as Labor Day;
the eleventh day of November, known as Veteran's Day;
the fourth Thursday in November, known as Thanksgiving Day;
the day immediately following Thanksgiving Day; and
the twenty-fifth of December.

When any recognized Holiday falls on a Sunday, the following Monday shall be a Holiday. When any recognized Holiday falls on a Saturday, the preceding Friday shall be a Holiday.

35. INSPECTOR

The Engineer's authorized representative assigned to make detailed inspections of the work.

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Paragraph 1.01 - B (Continued)36. JOBSITE

The areas in and around the Work designated by the Owner for operations by the Contractor.

37. JOINT-VENTURE

An association of two or more businesses authorized by documentation to act as a Contractor or as a subcontractor in carrying out all or a definite portion of the contract.

38. LABORATORY

The official laboratory of the Owner or other laboratories authorized by the Owner to test work, soils and materials.

39. LIQUIDATED DAMAGES

The amount prescribed in the Contract Documents to be paid to the Owner, or to be deducted from any payments due or to become due the Contractor, for each day of delay in completing the whole or any specified portion of the Work beyond the Contract Time allowed in the Contract; such compensation shall not be construed as a penalty.

40. MAJOR CONTRACT ITEM

Any item in the Proposal for which the amount bid is 10 percent or more of the Contract Price.

41. MINOR CONTRACT ITEM

Any item in the Proposal for which the amount bid is less than 10 percent of the Contract Price.

42. MINORITY, MINORITIES, OR MINORITY PERSON

Ethnic persons of color, including but not limited to American Indians, Asians (including, but not limited to, Chinese, Filipinos, Japanese, Koreans, Pacific Islanders and Samoans), Blacks, Hispanics, and Native Alaskans.

43. MODIFICATION

Any of the following:

- A. A written amendment to the Contract Documents signed by both parties,
- B. A Change Order,
- C. A written clarification or interpretation issued by Engineer, or
- D. A written order for a minor change or alteration in the Work issued by Engineer.

A Modification may be issued only after execution of the Contract.

SCL 03890

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Paragraph 1.01 - B (Continued)44. NOTICE OF AWARD

The Written Notice from the Owner to the successful Bidder signifying Owner's acceptance of the Bid.

45. NOTICE TO PROCEED

The Written Notice from the Owner to the Contractor authorizing and directing the Contractor to proceed with the Work and establishing the date on which the Contract Time begins.

46. OWNER

The City of Seattle, acting through its Board of Public Works.

47. PERFORMANCE BOND

The approved form of security furnished by the Contractor in which a Surety guarantees to the Owner that the Work will be performed in accordance with the Contract Documents.

48. PROPOSAL

The forms on which the written offer of the Bidder is made.

49. PROTECTED CLASSES

Persons or groups of persons who may be discriminated against because of race, color, sex or the presence of any sensory, mental or physical handicap and includes but is not limited to women, Blacks, Asians (Japanese, Chinese, Filipino, Korean, Samoan) Native Americans, Aleuts and Hispanics (Spanish Americans, Mexican Americans, Chicanos, Puerto Ricans) and other ethnic minority groups.

50. SPECIFICATIONS

Those portions of the Contract Documents in Division 1 to 16 which consist of written technical descriptions of materials, equipment, construction systems, standards, and workmanship as applied to the Work.

Divisions 1 to 16 are to be consistent with the 1983 Edition of Masterformat published jointly by CSI (Construction Specifications Institute) and CSC (Construction Specifications Canada).

51. SUBCONTRACTOR

An individual, firm, partnership, corporation or joint venture, to whom the Contractor with the prior written approval of the Owner sublets any part of the Work.

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Paragraph 1.01 - B (Continued)52. SUBMITTALS

All items required by the Contract Documents to be submitted to the Engineer. These include, but are not limited to: Contractor's Drawings, diagrams, design data, instructions, procedures, catalog cuts, reports, schedules, sample materials, field notes, etc.

53. SUBSTANTIAL COMPLETION

Partial completion of contract operations which, as evidenced by Written Notice from the Engineer to the Contractor, will allow for immediate utilization of the improvement for the purpose for which it was intended.

54. SUPPLEMENTAL AGREEMENT

A formal agreement signed by the Owner, the Contractor and the Surety to the bond, authorizing a variation of more than twenty-five (25) percent in any one of the following:

- A. The time period stated in the Contract.
- B. The Contract Price.
- C. Any major Contract Item.

55. SUPPLEMENTAL CONTRACT

A contract executed in accordance with the provisions of RCW 60.28.010 stipulating conditions for completion of that portion of the Work which was deleted from the Contract to allow for acceptance of a substantially completed contract.

56. SURETY

The firm or corporation executing a surety bond or bonds payable to the Owner, securing the performance of the Contract.

57. TERMS OF APPROVAL, JUDGMENT OR DIRECTION

When such terms as "approved," "subject to approval," "satisfactory," "equal to," "or equal," "proper," "as directed," "where directed," "when directed," "determined by," are used in the Contract Documents, the approval, judgment, or direction implied is understood to be a function of the Owner as represented by the Engineer.

58. TITLES OR HEADINGS

The titles or headings of the divisions, sections, parts and paragraphs herein are intended for convenience of reference and shall not be considered as trade classifications, nor shall they, as such, impute any specification condition or requirement.

SCL 03892

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Paragraph 1.01 - B (Continued)59. TO DESIGN

To determine and draw the principal features of a specified article so it will perform the functions and meet the conditions stipulated.

60. TO DETAIL

To prepare Drawings of certain parts of the designed article in accordance with the design, so that article can be fabricated and erected readily, without doubt regarding any portion.

61. VENDOR

A person or organization who furnishes materials or equipment for inclusion in the Work and does not perform labor at the Jobsite.

62. WORK

The furnishing of all labor, materials, equipment, and other incidentals necessary for the successful completion of the Contract and the carrying out of all the duties and obligations imposed by the Contract.

63. WRITTEN NOTICE

Any notice to any party of the Contract relative to any part of the Contract Documents in writing, and considered delivered and the service thereof completed, when posted by certified mail to the said party at the last given address or delivered in person to said party or an authorized representative of said party on the Jobsite.

1.02 SCOPE OF WORKA. TYPE OF CONTRACT

The Contract shall be either a lump sum contract or a unit prices contract or a partly lump sum and partly unit prices contract.

1. In a lump sum contract, the Contractor shall execute the whole of the Work under the Contract and shall fulfill all obligations thereunder, and the Owner shall pay to the Contractor the Contract Price plus any additions and minus any deductions pursuant to the Contract.
2. In a unit prices contract, the Contractor shall execute the whole of the Work under the contract and fulfill all obligations thereunder and the Owner shall pay the Contractor for the measured quantity of each item of the work under the Contract at the unit price therefor set out in the Proposal.
3. In a partly lump sum and partly unit prices contract, the Contractor shall execute all lump sum items in the Proposal on the same basis as for a lump sum contract and the remainder of the items in the Proposal on the same basis as for a unit prices contract.

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Paragraph 1.02 (Continued)**B. INTENT OF CONTRACT DOCUMENTS**

The intent of the Contract Documents is to prescribe a complete improvement ready for use by the Owner. The Contractor shall furnish all labor, materials, tools, equipment, transportation, supplies, and incidentals required to complete the Work and shall be solely responsible for the means, methods, techniques, sequences and procedures of construction.

The Contract Documents are complimentary, and the Work called for by one is as binding upon the parties as if it were called for by all.

If the Contractor finds any discrepancy between various parts of the Contract Documents or any errors or omissions in Drawings or in the layouts and instructions, the Contractor shall immediately inform the Owner in writing, and shall not proceed with any work affected by such discrepancy until directed to do so by the Engineer.

C. ORDER OF PRECEDENCE OF CONTRACT DOCUMENTS

In the event of any conflicting provisions or requirements between the component parts of the Contract Documents, the component parts shall take precedence in the following order: The Contract, permits, grant regulations, Modifications, Addenda, EEO and WMBE, the Bidding Requirements, Contract Forms and Conditions of Contract, Specifications, Supplementary Drawings, the Bid Drawings.

Where appearing on Drawings, figured dimensions shall govern.

In case of any ambiguity or dispute over interpretations of the provisions of the Contract, the decision of the Engineer shall be final.

D. CHANGES IN THE WORK

The Owner reserves the right to increase or decrease the amount of any class or portion of the Work and to add new work. Any such change will be set forth in a Change Order.

E. INCREASED OR DECREASED QUANTITIES

The Owner reserves the right to make alterations in the details of construction and to increase or decrease the quantity of any item of work in the Proposal subject to the requirements for a Supplementary Agreement. The quantities for which unit prices are indicated in the Proposal are approximate only and may be varied to conform to Drawings or Specification requirements without issuance of a Change Order.

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Paragraph 1.02 (Continued)F. CHANGED CONDITIONS

The Contractor shall promptly give Written Notice to the Engineer when it appears that

1. surface, sub-surface, or latent physical conditions at the Jobsite differ materially from those indicated in the Contract Documents, or
2. unknown physical conditions of an unusual nature at the Jobsite differ materially from those ordinarily encountered and generally recognized as inherent in the work of the character provided for in the Contract Documents.

Oral notice shall not constitute adequate notification.

After notification of changed conditions, the Contractor shall continue with contract operations unless the Engineer, by Written Notice, directs otherwise.

If the Engineer finds that changed conditions do exist and cause a material change either in the Contractor's costs or time required to complete the Work, the Engineer may make an equitable adjustment in the amount of compensation to be paid for the Work, or in the time required to complete the Work.

G. POTENTIAL CLAIMS

If the Contractor considers that additional compensation is due because of any act or failure to act by the Engineer or the Owner, the happening of any event or occurrence, or any other cause, Written Notice of potential claim shall be given to the Engineer.

The Written Notice of potential claim shall set forth the reasons for which the Contractor believes additional compensation is due, the nature of the costs involved, and, insofar as possible, the amount of the potential claim. If based on an act or failure to act by the Engineer or the Owner, except in case of emergency, such Notice shall be given to the Engineer prior to the time that the Contractor has started performance of the work giving rise to the potential claim for additional compensation. In all other cases, Notice shall be given within a reasonable time after the happening of the event or occurrence giving rise to the potential claim.

H. RESOLUTION OF CLAIMS

Pursuant to the submission of a Written Notice of potential claim and prior to Date of Completion, the Contractor shall, by submission of detailed information to the Engineer, establish the basis of any claim for payment of Extra Cost or for payment for Extra Work, and the entitlement to the Contractor from such claim shall be determined by agreement of the parties. If the parties are unable to agree, the amount of entitlement due the Contractor shall be determined by the Engineer.

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SEA289361

Paragraph 1.02 (Continued)I. PROTESTING ENGINEER RULINGS

If the Contractor considers any decision of the Engineer to be unacceptable, the Contractor shall immediately upon such ruling being made proceed without delay to conform to such ruling, and within ten (10) Days after receipt of the instructions or rulings, the Contractor shall file a Written Notice with the Owner stating clearly and in detail the basis of Contractor's objection and shall include an itemized statement of any additional costs which may have resulted. Any decision by the Owner shall be final, conclusive and binding upon the Contractor.

J. CORRESPONDENCE - NOTICES

Whenever any provision of the Contract Documents requires the giving of Written Notice, it shall be deemed to have been duly served if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or to an authorized representative of such individual, firm or corporation, or if delivered at or sent by certified mail to the last business address known to the Contractor who gives the notice, with a copy sent to the central office of the Contractor.

1.03 CONTROL OF WORKA. PROJECT MANAGER, LABOR, AND EQUIPMENT OF THE CONTRACTOR

The Contractor shall be continuously represented by a Project Manager at the Jobsite during progress of the Work. Prior to commencing contract operations, the Contractor shall submit to the Engineer by Written Notice, the name of the Project Manager who shall supervise performance of the Work. The Project Manager shall have full authority to represent and act for the Contractor under the contract while on the Jobsite. All communications given to the Project Manager shall be as binding as if given to the Contractor.

All work under the Contract shall be performed under the continuous supervision of competent personnel experienced in the class of work specified. Incompetent, careless, or negligent employees shall be discharged by the Contractor upon written order of the Engineer. Failure to comply with such order shall be sufficient ground for termination of the Contract.

Neither the Engineer nor any employee of the Owner shall be authorized to assume any duty or responsibility in regard to supervision of Contractor's operations or construction methods or processes.

All machinery and equipment shall be adequate for the purposes used, kept in good workable condition, and operated by competent operators.

B. LIMITS OF CONTRACTOR'S ACTIVITIES

1. The Contractor shall confine equipment, storage of materials, and operation of work to the limits indicated by law, ordinances, permits, Contract Documents, or direction of the Engineer and shall not unreasonably encumber the premises with material or equipment.

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Paragraph 1.03 - B (Continued)

2. Property lines, limits of easements, and limits of construction permits are indicated in the Contract Documents or will be set forth by the Engineer, and it shall be the Contractor's responsibility to confine construction activities within these limits, unless other arrangements are made by the Contractor for use of private property. Before using any private property adjoining the Jobsite, the Contractor shall file with the Engineer evidence of written permission of the property owner, and upon vacating the premises, the Contractor shall furnish to the Engineer with a release from all damages, properly executed by the property owner.
3. If the Contractor desires to use or permit any building or structure within the right-of-way to remain during the performance of the Contract, such use or existence shall be at the discretion of the Engineer.

C. CONTRACTOR ACTIVITIES IN SUBSTATION OR VAULT

No contract operations shall be performed in an energized substation or in a vault containing energized equipment and switching gear unless such operations are under the continuous visual inspection of a Safety Watcher provided by City of Seattle City Light Department.

The Safety Watcher will have responsibilities relating only to the protection of City owned electrical installations or equipment. The Contractor shall be responsible for compliance with safety rules and standards.

The Safety Watcher will be provided without charge to the Contractor if the Engineer has received Written Notice from the Contractor twenty-four hours in advance of any scheduled Contractor operations in an energized substation or vault, and provided that the Engineer receives notice from the Contractor twenty-four hours in advance of the cessation of such Contractor operations in an energized substation or vault.

The Contractor shall be responsible for all costs incurred by the Owner in the provision of a Safety Watcher when the specified notice has not been given.

The Safety Watcher will have the authority of the Engineer to restrict or stop Contractor operations at any time and to fix limit clearances between contract operations and energized conductors or equipment. The Engineer will arrange for de-energization of conductors or equipment when it is necessary to reduce such limit clearances for completion of contract operations.

D. AUTHORITY OF ENGINEER

The Engineer will decide all questions which may arise as to the quality and acceptability of materials furnished and work performed and as to the rate of progress of the Work, all questions which may arise as to the interpretation of the Drawings and Specifications, all questions as to the acceptable fulfillment of the Contract on the part of the Contractor and as to compensation, and the decision on any such questions shall be final and binding upon the Contractor.

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Paragraph 1.03 - D (Continued)

The Engineer will represent the Owner on the project and will have authority to enforce the terms and requirements of the Contract and make effective such decisions or orders which the Contractor fails to carry out promptly.

The Engineer will have the authority to suspend by Written Notice the Work, in whole or in part, if the Contractor fails or neglects to carry out the terms of the Contract or refuses or neglects to comply with any directive given in writing by the Engineer or for unseasonal weather or for other conditions which the Engineer considers unsuitable for the prosecution of the Work, or for any other condition or reason deemed by the Owner to be in the public interest.

Nothing in this section or elsewhere in the Contract shall be construed as requiring the Engineer, or any of his duly authorized representatives, to direct or advise as to the method or manner of performing any work under the Contract. No approval or advice as to the method or manner of performing or producing any materials to be furnished shall constitute a representation of warranty by the Owner that the result of such method or manner will conform to the Contract, relieve the Contractor of any risks or obligations under the contract, or create any liability to the Owner because of such approval or advice.

E. AUTHORITY OF INSPECTORS

The Engineer may appoint Inspectors to assist in determining that work performed and materials furnished comply with contract requirements. Such Inspectors shall have authority to reject defective material and improperly executed work subject to the final decisions of the Engineer. An Inspector is not authorized to approve or accept any work or materials or to issue instructions or advice contrary to the provisions of the Contract Documents.

F. CONFORMITY WITH DRAWINGS, STAKES AND DEVIATIONS THEREFROM

All work performed shall be in conformity with the lines, grades, cross sections, data and dimensions indicated on the Drawings or staked by the Engineer. Where specific tolerances are stated in the Contract Documents, the work shall be performed within those stated limits. The Engineer will determine if work is in conformity with such lines, grades, cross sections, and dimensions, and such determination shall be final.

All deviations from the approved Drawings shall be authorized in writing by the Engineer before the changes are implemented.

G. INSPECTION OF WORK AND MATERIALS

All work performed and all materials furnished will be subject to inspection by the Engineer. At all times during construction, the Engineer shall have full access to the Work.

Upon request of the Engineer, the Contractor shall furnish without charge such samples of materials used or to be used in the Work as may be required to ensure compliance with the Contract requirements.

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Paragraph 1.03 - G (Continued)

Inspections, tests, measurements, or other acts or functions performed by the Engineer shall be recognized as being for the purpose of determining that the work, materials, rate of progress, and quantities comply with the contract requirements. Such acts or functions shall in no manner be construed to relieve the Contractor from determining to the Contractor's satisfaction that contract activities are in full compliance with contract requirements at all times nor to relieve the Contractor from any of the responsibility for the Work. Work and materials not meeting contract requirements shall be corrected. Unsuitable work and materials will be rejected notwithstanding that such work or materials may have been previously inspected or that payment therefor may have been made. The Contractor shall furnish, at no expense to the Owner, such labor and facilities as may be required to enable the Engineer to make a thorough inspection of the materials and work.

The Contractor shall give the Engineer timely notice of readiness of the work and materials for inspection, tests, or approvals. If any work and material that is to be inspected, tested, or approved is completed or covered up without concurrence of the Engineer, it shall, if requested by the Engineer, be uncovered for observation. Such removal or uncovering shall be at the Contractor's expense unless the Contractor had given the Engineer timely notice of the Contractor's intention to complete or cover the work and material, and the Engineer did not act with reasonable promptness in response to such notice.

H. REMOVAL OF DEFECTIVE AND UNAUTHORIZED WORK

Materials which do not conform to the requirements of the Contract Documents, whether incorporated in the Work or not will be considered defective and shall be removed from the Jobsite by the Contractor.

Work beyond the lines and grades shown on the Drawings or Work additional to Contract requirements not authorized in writing by the Engineer will be considered unauthorized and will not be paid for by the Owner.

Defective or unauthorized work shall be remedied, removed, replaced or disposed of at the Contractor's expense.

Failure or neglect on the part of the Engineer to reject defective or unauthorized work shall in no way release the Contractor from responsibilities under the Contract, nor shall such failure or neglect bar the Owner from recovering damages attributable to defective or unauthorized work.

I. OWNER'S RIGHT TO CORRECT DEFECTIVE WORK

If the Contractor, or any subcontractors or vendors, does not correct defective, unauthorized or unacceptable work within the time specified in a Written Notice from the Engineer, the Owner may, without further delay, correct and remedy any defective, unauthorized or unacceptable work identified in a Written Notice from the Owner to the Contractor.

All direct and indirect costs to the Owner attributable to removal of defective or unauthorized work shall be paid by the Contractor or shall be deducted from any monies due or which may become due to the Contractor.

SCL 03899

CTY0048886

SEA289365

Paragraph 1.03 - I (Continued)

Such direct and indirect costs shall include, in particular but without limitation, compensation for additional professional services required and all costs of repair and replacement of work of others destroyed or damaged by correction, removal, or replacement of the Contractor's defective work. No extension of time will be allowed because of delay in the removal of defective or unauthorized work.

J. OWNER'S RIGHT TO OPERATE FURNISHED EQUIPMENT

The Owner shall have the right to operate any and all equipment furnished under the Contract as soon as, and for as long as, it is in satisfactory operating condition. All repairs or alterations required of the Contractor shall be made by the Contractor at such times as directed by the Owner. The repairs or alterations shall be made in such manner and at such time as will cause the minimum interruption in the use of the equipment by the Owner.

K. OWNER'S RIGHT TO USE AND OCCUPANCY PRIOR TO COMPLETION

The Owner reserves the right to use and occupy any portion of the Work which has been sufficiently completed but such use and occupancy shall not be construed as an acceptance of any portion of the Work, and any claims which the Owner may have against the Contractor shall not be deemed to have been waived by such occupancy.

L. SUBSTANTIAL COMPLETION

When the Contractor considers that the Work is substantially complete and is ready for its intended use, the Contractor, by Written Notice shall so notify the Engineer and shall set a definite date for inspection of completed Work. The Engineer will make an inspection of completed Work with the Contractor and subsequently, by Written Notice, will confirm the Date of Substantial Completion or will notify the Contractor in writing of all particulars in which the inspection revealed that the work was not substantially complete.

M. FINAL INSPECTION

When the Contractor considers that the Work is ready for final inspection, the Contractor, by Written Notice shall set a definite date for final inspection. The Notice shall be given at least three Days prior to the date set for final inspection. The Engineer will then make a final inspection with the Contractor on such date and will notify the Contractor in writing of all particulars in which this inspection reveals that the Work is incomplete or unacceptable. The Contractor shall immediately take such measures as are necessary to remedy deficiencies. If action to correct deficiencies is not initiated within seven Days, the Owner may, upon Written Notice to the Contractor, take whatever steps are necessary to correct deficiencies. Such steps may include the correction of defects by Owner-provided forces or by others.

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Paragraph 1.03 (Continued)N. ACCEPTANCE

A certificate of completion issued by the Engineer and approved by the Owner, shall constitute acceptance of the Work.

Such approval shall not constitute acceptance of any unauthorized or defective work or material. The Owner shall not be barred from requiring the Contractor to remove, replace, repair, or dispose of any unauthorized or defective work or material or from recovering damages for any such work or material.

O. EQUIPMENT WARRANTY

The manufacturer of equipment which will be incorporated into the Work shall, in addition to the Contractor's one year guaranty, provide a manufacturer's warranty against defects and workmanship. This warranty shall be required on the Contractor's purchase orders for equipment and materials. All parts or equipment found defective or showing signs of undue wear within one year from the Date of Acceptance or such longer period as the manufacturer's warranty provides shall be replaced at no cost to the Owner. The manufacturer's warranty shall be in full effect with no qualifications or reservations.

This warranty shall be expressly made by the Contractor and accepted by the Owner in lieu of all other warranties, including warranties of merchantability and fitness for particular purpose, whether written, oral, express, or implied.

P. GUARANTY AND WARRANTY

The Contractor shall obtain warranties from Subcontractors and Vendors where such warranties are a normal trade practice or are specifically required herein and shall deliver copies to the Engineer on or before the Date of Completion.

Neither the final payment nor any other provision of the Contract nor partial or entire use of the Work or occupancy of the premises by the Owner shall relieve the Contractor of liability with respect to warranties referred to in the Contract or to any other warranties express or implied.

If work is found to be defective within one year from the Date of Acceptance or by the terms of any applicable special guarantee required by the Contract Documents, the Contractor shall promptly, without cost to the Owner and in accordance with the Engineer's written instructions, repair or replace such defective work. If the Contractor does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, the Owner may have the defective work corrected as specified in "Owner's Right to Correct Defective Work."

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SEA289367

1.04 LEGAL RELATIONS AND RESPONSIBILITYA. LAWS AND REGULATIONS

The Contractor shall observe and comply with all Federal and State laws and with the County, City, and Municipal resolutions, ordinances, and regulations that will in any way affect the Work, and shall indemnify and save harmless the Owner against any claims and penalties arising from the violation of any such laws, resolutions, ordinances, or regulations.

B. APPLICABLE LAW-VENUE

This Contract shall be construed and interpreted in accordance with the laws of the State of Washington and the venue of any action brought hereunder shall be in the Superior Court for King County.

C. NO WAIVER OF OWNER'S LEGAL RIGHTS

The Owner shall not be precluded or estopped by any measurement, estimate, or certificate made either before or after the completion and acceptance of the Work and payment therefor from showing the true amount and character of the Work performed and materials furnished by the Contractor, or from showing that any such measurement, estimate, or certificate is untrue or incorrectly made, or that the Work or materials do not conform in fact to the Contract. The Owner shall not be precluded or estopped, notwithstanding any such measurement, estimate or certificate, and payment in accordance therewith, from recovering from the Contractor and the Contractor's Sureties such damages as it may sustain by reason of the Contractor's failure to comply with the terms of the Contract. Neither the acceptance by the Engineer nor any payment for the whole or any part of the Work, nor any extension of time, nor any possession taken by the Owner, shall operate as a waiver of any portion of the Contract or of any power herein reserved or of any right to damages herein provided, or to bar recovery of any money wrongfully or erroneously paid to the Contractor. A waiver of any breach of the Contract shall not be held to be a waiver of any other or subsequent breach.

D. MAINTAINING POSTAL SERVICE

Postal service shall be maintained in accordance with the instructions of the U.S. Post Office Department. The Contractor shall be responsible for moving mail boxes to temporary locations designated by the Post Office Department and at completion of the Work such mail boxes shall be repositioned in location and in condition satisfactory to the Post Office Department.

It will be the Contractor's responsibility to contact the U.S. Post Office Department for their requirements in maintenance of postal service and to follow the requirements.

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Paragraph 1.04 (Continued)E. SANITATION

The Contractor shall provide and maintain in a neat and sanitary condition such accommodations for employees as may be necessary to comply with the applicable requirements and regulations of the State Department of Social and Health Services. The Contractor shall commit no public nuisance. Such accommodations shall also be made available for use by Owner employees assigned to the project.

F. PERMITS AND LICENSES

The Contractor shall procure all permits and licenses which are necessary for, and incidental to, contract activities for the completion of the Work and shall give all requisite notice to public or governmental authorities. A copy of each permit or license shall be furnished to the Owner.

G. SAFETY RULES AND STANDARDS

Neither the Engineer nor any employee of the Owner shall be authorized to accept any duty or responsibility to insure Contractor's compliance with Safety Rules and Standards.

In accordance with the requirements of the State of Washington "Safety Standards for Construction Work," it shall be the sole responsibility of the Contractor to establish and supervise:

1. A safe and healthful working environment.
2. An accident prevention program.
3. Training programs to improve the skill and competency of all employees in the field of occupational safety and health.

The Contractor shall comply with the requirements of

- a. Chapter 296-24 WAC - General Safety and Health Standards
- b. Chapter 296-25 WAC - General Safety Requirements
- c. Chapter 296-45 WAC - Electrical Workers Safety Rules
- d. Chapter 296-155 WAC - Safety Standards for Construction Work
- e. Washington Industrial Safety and Health Act of 1973 (WISHA)

H. USE OF EXPLOSIVES

Blasting will not be permitted without written authority of the Owner and then only under such restrictions as may be required by the proper authorities.

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Paragraph 1.04 - H (Continued)

When the use of explosives is necessary for the prosecution of the Work, the Contractor shall have a special clause in the insurance permitting the blasting and shall use the utmost care so as not to endanger life or property, cause slides, or disturb the materials outside the neat lines of the cross section.

All explosives shall be stored in a secure manner and in compliance with local laws and ordinances. No explosive shall be left in an unprotected manner along or adjacent to any existing access roadway.

I. WARRANTY OF TITLE

No material, supplies, or equipment for the Work under this Contract shall be purchased subject to any chattel mortgage, security agreement, or under a conditional sale or other agreement by which an interest therein or any part thereof is retained by the seller or supplier. The Contractor shall warrant good title to all material, supplies, and equipment installed or incorporated in the Work and agrees upon completion of all Work to deliver the premises, together with all improvements and appurtenances constructed or placed thereon, to the Owner free from any claim, liens, security interest, or charges. The Contractor shall also warrant that neither the Contractor nor any person, firm, or corporation furnishing any materials or labor for any work covered by this Contract has any cause to file a lien upon the premises or any improvement or appurtenances thereon, provided that this shall not preclude the Owner from installing metering devices and other equipment of utility companies or of municipalities, the title of which is commonly retained by the utility company. In the event of the installation of any such metering device or equipment, the Owner will advise the Contractor as to the legal owner thereof. Nothing contained in this paragraph, however, shall defeat or impair the right of such persons furnishing materials or labor under any bond given by the Contractor for their protection or any rights under any law permitting such persons to look to funds due the Contractor in the hands of the Owner. The provisions of this paragraph shall be inserted in all subcontracts and material contracts and notice of its provisions shall be given to all persons furnishing materials for the Work when no formal contract is entered into for such materials.

J. PATENTED DEVICES, MATERIALS AND PROCESSES

The Contractor shall assume all costs arising from the use of patented devices, materials or processes used on or incorporated in the Work, and agrees to indemnify and save harmless the Owner and its duly authorized agents and employees from all actions of any nature for, or on account of the use of any patented devices, materials or processes.

K. PERSONAL LIABILITY OF ENGINEER OR OWNER REPRESENTATIVES

Neither the Engineer nor any assistants, nor any officer or employee of the Owner shall be personally responsible for any liability arising under or growing out of the Contract.

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1.05 PREVAILING WAGES**A. MINIMUM HOURLY RATE OF WAGE**

This Contract is subject to Chapter 39.12 R.C.W. Prevailing Wages on Public Works. The hourly wages, usual benefits and overtime to be paid to laborers, workers or mechanics shall be not less than the prevailing rate of wage determined by the Industrial Statistician of the Department of Labor and Industries.

B. DISPUTES

In case any dispute arises as to what are the prevailing rates of wages for a specific trade, craft or occupation and such dispute cannot be adjusted by the parties in interest, the matter shall be referred for arbitration to the Director, Department of Labor and Industries of the State of Washington, and such arbitrated decision shall be final, conclusive and binding on all parties involved in the dispute.

Any party in interest who is seeking a modification or other change in determination of the prevailing rate of wage, and who has requested the Industrial Statistician to make such modification or other change and the request has been denied, after appropriate reconsideration by the Assistant Director shall have a right to petition for arbitration of the determination.

A petition for arbitration shall be prepared in accordance with the requirements of WAC 296-127-061.

C. APPRENTICE WORKERS

Apprentice workers for whom an apprenticeship agreement has been registered and approved with the State Apprenticeship Council pursuant to Chapter 49.04 R.C.W. must be paid not less than the prevailing hourly rate for an apprentice of that trade. Any workers for whom an apprenticeship agreement has not been registered and approved by the State Apprenticeship Council shall be considered to be a fully qualified journeyman and therefore shall be paid at the prevailing hourly rate for journey level worker.

D. NO WARRANTY BY OWNER

The Owner does not warrant or represent that labor can be procured at the minimum rates of wage specified.

E. CONTRACTOR TO ASCERTAIN PREVAILING WAGE RATE

It is the sole responsibility of the Contractor to assign the appropriate classification to all laborers, workers or mechanics who will perform any work under this contract, and to ascertain the applicable prevailing wage rates and fringe benefits for each such classification.

Current prevailing wage data can be obtained by the Contractor from the Industrial Statistician of the Department of Labor and Industries, Industrial Relations Division, General Administration Building, Olympia, Washington 98504, (206) 753-4019. Wages in excess of the prevailing rate of wage may be paid.

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Paragraph 1.05 (Continued)F. EFFECTIVE DATE FOR DETERMINATION OF PREVAILING WAGE RATE

In accordance with WAC 296-127.011, the effective date for determination of prevailing wages by the Department of Labor and Industries will be the date of bid opening. The prevailing wages so determined will remain unchanged for the duration of Contract.

G. STATEMENT OF INTENT TO PAY PREVAILING WAGES

Before any payment is made on this Contract, the Contractor and each and every subcontractor must file with the Owner a "Statement of Intent to Pay Prevailing Wages" on a form approved by the Industrial Statistician of the Department of Labor and Industries.

Procedurally the "Statement of Intent to Pay Prevailing Wages" will be submitted by the Contractor to the Engineer who will forward such statement with the required filing fee to the Industrial Statistician who will transmit it to the Owner after approval.

H. PAYROLLS TO BE SUBMITTED TO OWNER

Before any progress payment is made for work and labor performed, complete payrolls must be submitted to the Owner and an accompanying affidavit must be submitted stating that prevailing wages have been paid in accordance with the prefiled statement.

I. AFFIDAVIT OF WAGES PAID

Before contract retained percentage is released by the City Comptroller, the Contractor and each and every subcontractor shall file with the Owner an "Affidavit of Wages Paid" certified by the Industrial Statistician of the Department of Labor and Industries. The affidavit will state that prevailing wages have been paid in accordance with the prefiled statement. Procedurally, each "Affidavit of Wages Paid" will be submitted by the Contractor to the Engineer who will forward such affidavits with the required filing fee, to the Industrial Statistician who will transmit it to the Owner after certification.

1.06 VACANT

1.07 VACANT

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1.08 BOND AND INSURANCE**A. PERFORMANCE BOND**

The Contractor shall, at the time of delivery of the executed Contract, furnish to the Owner a corporate surety bond for the full Contract Price. The Surety shall be authorized to do business in the State of Washington and shall be acceptable to the Owner.

The form of the Performance Bond shall have prior written approval by the Owner. The Performance Bond shall be payable to the Owner, conditioned that all provisions of the Contract shall be faithfully performed by the Contractor, or the Surety if so required, and further conditioned as required by law for the payment of all laborers, mechanics, Subcontractors, and Vendors and all persons who shall supply such person or persons or Subcontractors with provisions or supplies for the carrying on of such work. If the Engineer shall have reason to believe that the security on said bond has become impaired since the execution thereof, or is insufficient, the Contractor may be required to furnish other or additional security.

B. CONTRACTOR'S INSURANCE

The Contractor shall not commence work under the contract or under any special condition and shall not permit any subcontractor or supplier to commence any contract operation until all required insurances have been approved by the Owner.

C. WORKMEN'S COMPENSATION INSURANCE

The Contractor and any subcontractor shall be subject to the provisions of Title 51 RCW, Industrial Insurance. The Contractor shall obtain and keep in force during the term of the contract, Workmen's Compensation Insurance for all Contractor employees engaged under this contract and shall require that every subcontractor provide similar Workmen's Compensation Insurance for subcontractor employees engaged in subcontract operations for the project.

D. PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE

The Contractor shall obtain and keep in force during the term of the contract, public liability and property damage insurance. Such insurance shall provide coverage with insurers authorized by a certificate of authority issued by the Insurance Commissioner, State of Washington.

Prior to the execution of the Contract, the Contractor shall file with the Owner a Certificate of Insurance for a primary policy of comprehensive general liability insurance meeting the requirements set forth herein.

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Paragraph 1.08 - D (Continued)

This Certificate of Insurance shall be subject to approval by the Owner as to insurer, terms and coverages. Failure of the Contractor to comply with the insurance requirements set forth herein will be a material breach of contract and shall be cause for termination of the contract at the option of the Owner.

The policy of insurance shall specifically name the City of Seattle (the Owner) and the Consultant, as a named additional insured thereunder. The insurance shall be maintained in full force and effect at the Contractor's expense throughout the term of the Contract. The coverages provided by this policy shall not be cancelled, reduced or modified in any respect without thirty (30) calendar days prior written notice by certified mail to the Owner.

Upon request, the Contractor shall forward to the Owner the original policy or endorsement to a policy currently in force.

The insurance shall provide the following standard coverages:

- Extended Bodily Injury
- Employees as Additional Insured
- Premises/Operations Liability (M&C)
- Owners and Contractors Protective Liability
- Products and Completed Operations Liability (through guarantee period)
- Blanket Contractual Liability
- Broad Form Property Damage Liability
- Personal Injury, including coverages A, B, C, with no employee exclusion
- Stop Gap or Employers Contingent Liability
- Automobile Liability, including coverage for owned, non-owned, leased or hired vehicles
- Explosion, Collapse, Underground Damage (referred to as "X.C.U.")

If the Contract requires work over water, the following special coverages shall be provided:

- Watercraft, owned and non-owned
- U.S. Harborworkers' / Longshoremen and Jones Act

The minimum coverage for this contract shall be \$1,000,000 combined single limit on a comprehensive general liability form, per occurrence, no deductible. Provision of coverage in the minimum amount shall not be construed to relieve the Contractor from liability in excess of this limit.

The following endorsements shall be included in all applicable policies and on the Certificate of Insurance:

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Paragraph 1.08 - D (Continued)Endorsements for Additional Insured:

The City of Seattle, the Consultant and the Owner's agents are named additional insured for all coverages provided by this policy of insurance and shall be fully and completely protected by this policy from all claims.

If an "ACORD" form of Certificate of Insurance is provided to the Owner, it must conform to one of the following options.

Option 1. The Accord form wording: "This Certificate is issued as a matter of information only and confers no rights upon the Certificate holder," must be deleted in its entirety.

The Accord form wording: "Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail _____ days written notice to the below named Certificate holder, but failure to mail such notice shall impose no obligation or liability of any kind upon the company.", shall be changed to read "Should any of the above described policies be cancelled or reduced as to coverage before the expiration date thereof, the issuing company will mail 30 days written notice to the Certificate holder, the City of Seattle, and Named Additional Insured, by certified mail."

Option 2. The certificate of insurance (Accord #25) may be used and the City will not require that the wording at the top of the form be changed. However, pursuant to RCW 48.18.290 the wording at the bottom -- "Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail _____ days written notice to the below named certificate holder, but failure to mail such notice shall impose no obligation or liability of any kind upon the company" -- must be changed to read: "Should any of the above described policies be cancelled, changed, or reduced as to coverage before the expiration date thereof, the issuing company will mail twenty (20) days written notice to the below named certificate holder/City of Seattle as an additional insured".

In addition to the certificate of insurance, a fully completed additional insured endorsement (GL 20 10 01 73) will be submitted. The certificate of insurance and endorsement must be submitted as one document.

Option 3. If the broker/agent does not have the authority to issue the addition insured endorsement:

The broker/agent will submit an insurance binder (Accord #75) indicating that the endorsement naming the City of Seattle as an additional insured is bound. It will also be necessary to submit the certificate of insurance

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Paragraph 1.08 - D (Continued)

(Accord #25). The changes indicated on Option #2 must be made at the bottom of the certificate of insurance. The broker/agent must submit the endorsement prior to the insurance binder expiring. Failure to replace a binder which has expired may result in the material breach of insured's contract, and the City, at its option, may stop all work done by the insured.

Option 4. The broker/agent will submit a certified copy of the insurance policy to the City, which will include the City of Seattle as an additional insured.

E. INDEMNIFY OWNER FROM LOSS

The Contractor shall defend, indemnify and save harmless the Owner (the City of Seattle), the Consultant and the Owner's agents from any and every claim and risk and all losses, damages, demands, suits, judgments and attorney fees, or other expenses of any kind, on account of injury to or death of any and all persons (including but not limited to the contractor, its agents, employees, subcontractors and their successors and assigns as well as the Owner, the Consultant or the Owner's agents, and all third parties), and/or on account of all property damage of any kind, whether tangible or intangible, or loss of use resulting therefrom, to any party arising out of or in any manner connected with the work performed under this contract, or caused or occasioned in whole or in part by reason of the presence of the Contractor or its subcontractors, or their property, employees or agents, upon or in proximity to the property of the Owner, except only for those losses resulting solely from the negligence of the Owner or the Consultant.

The defense and indemnification obligations of the Contractor shall not extend to professional acts, errors or omissions of the Consultant arising out of or related to the preparation by the Consultant of specifications, drawings, designs, maps or reports.

F. INSURANCE OF CITY OWNED EQUIPMENT

The Contractor will not be responsible for insurance of City owned equipment.

When under the terms of the contract, the Contractor is responsible for moving such equipment valued in excess of \$15,000, the Contractor shall inform the Engineer at least three days in advance of the proposed operation, and shall not commence moving operations prior to receiving written authorization from the Engineer.

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1.09 COMMENCEMENT, PROSECUTION, AND COMPLETION**A. NOTICE TO PROCEED**

The Contractor shall commence Work within 10 Days after the date stated in the Notice to Proceed. The Contractor shall diligently prosecute the Work to completion in accordance with the Contract Documents.

B. CONTRACTOR'S RESPONSIBILITY

The Contractor shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. The Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction. The Contractor shall be responsible for securing all labor, materials, and equipment necessary for the full prosecution of the Work and the completion of the Work within the Contract Time. The capacity of the Contractor's plant, sequence of operations, methods of operations, and the forces employed shall, at all times during the Contract, be such as to insure the completion of the Work within the Contract Time.

C. SUBCONTRACTING

The Contractor's own organization shall supervise, direct and perform field work amounting to at least 20 percent of the Contract.

No work shall be performed by forces other than Contractor forces without the written approval of the Owner.

No work shall be subcontracted without written approval of the Owner. A request to subcontract shall be submitted to the Engineer on a Subcontractor Approval Application Form which will be provided by the Engineer. The Subcontractor Approval application shall be accompanied with the following:

1. A projected employee profile for the proposed subcontractor.
2. A showing that the organization which will perform the work is particularly experienced and equipped for such work.

All subcontracts will be subject to Chapter 39.12 RCW relating to prevailing wages on public works and all laborers, workers or mechanics shall be paid not less than the prevailing rate of wage.

Materials or manufactured items supplied to the Contractor under purchase orders are not classified as subcontracted work.

If the Engineer, at his sole discretion, determines that any Subcontractor is performing services in an unsatisfactory manner or is not completing work in accordance with the requirements of the Contract Documents or is

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Paragraph 1.09 - C (Continued)

otherwise undesirable or unacceptable, the Engineer will, by Written Notice, so notify the Contractor, and the Contractor shall take immediate steps to terminate such subcontract. Subletting by Subcontractors will be subject to the same regulations.

The Contractor accepts contractual responsibility for the acts and omissions of all Subcontractors, and of persons directly or indirectly employed by them.

Nothing contained in the Contract Documents shall create any contractual relation between any Subcontractor and the Owner.

D. ASSIGNMENT

The performance of the Contract or any part thereof may not be assigned without the written consent of the Owner. Consent will not be given to any proposed assignment which would relieve the Contractor or the Surety of responsibilities to the Owner under the Contract.

The Contractor may assign moneys due or to become due the Contractor under the Contract. Such assignment will be recognized by the Owner to the extent permitted by law, but any assignment of moneys will be subject to all setoffs, withholdings, and deductions required by law or by the Contract Documents.

E. NORMAL WORKING HOURS

Normal working hours will be established by the Contractor and will be confirmed in writing to the Engineer.

If the Contractor wishes to perform contract operations on holidays, Saturdays and Sundays and before 6:00 a.m. and after 7:00 p.m. Monday to Friday, it will be necessary to obtain written approval from the Engineer before commencing such contract operations.

The written approval from the Engineer shall specify the terms and conditions under which the contract operations may proceed and may include a stipulation that the premium portion of salaries and wages for overtime by City employees relating to such contract operations be borne by the Contractor.

F. SUSPENSION OF WORK

The Engineer may by Written Notice suspend, delay or interrupt all or any part of the work for such period as the Engineer deems proper because of unsuitable weather, or for such other conditions beyond the control of the Contractor as would prevent satisfactory and timely performance of the

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Paragraph 1.09 - F (Continued)

work, or because of the failure of the Contractor to perform any provisions of the Contract, or to carry out written directives given by the Engineer. The Contractor shall not suspend work unless ordered or authorized to do so by the Engineer. The Contractor shall immediately comply with a Written Notice to suspend work, and shall resume the suspended work only when ordered by the Engineer to do so.

Suspension of work by the Engineer shall not be grounds for any claim by the Contractor for extra costs. The periods of suspension because of unsuitable weather or such other conditions beyond the control of the Contractor will be classified as unavoidable delays.

G. MAINTENANCE DURING SUSPENSION

In preparation for and during suspensions of work, the Contractor shall take every precaution to prevent damage to or deterioration of the Work. Any suspension of work shall not relieve the Contractor of any responsibilities under the Contract.

H. EXTENSION OF CONTRACT TIME

1. If the Work has not been completed within the Contract Time, the Owner may approve a claim from the Contractor for an Extension of Time.

Claims for Extension of Time resulting from unavoidable delays will be approved.

Claims for Extension of Time resulting from avoidable delays will not be approved.

Unavoidable delays are defined as disruptions in the construction schedule resulting in a delay in completion of the Work when such disruptions could not have been avoided by the exercise of reasonable care, prudence, foresight and diligence on the part of the Contractor or his subcontractors.

Unavoidable delays may be attributable to: modifications, suspension of Work by the Engineer, delays in completion of essential work by other contractors employed by the Owner, any act neglect or default of the Owner, labor strikes, war, fire, flood and Acts of God.

Delay due to adverse weather conditions for which a statistical return period may be anticipated will not be classified as unavoidable delay and the Contractor shall make prudent allowance in his construction schedule for such conditions and circumstances.

Avoidable delays are defined as disruptions in the construction schedule resulting in a delay in completion of the work when in the

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Paragraph 1.09 - H (Continued)

opinion of the Engineer such disruptions could have been avoided by the exercise of reasonable care, prudence, foresight and diligence on the part of the Contractor or his subcontractors.

Loss of time caused by routine contract functions such as submittal of shop drawings, testing of work and materials, making of surveys, measurements and observations, project meetings, and such interruptions from other contractors as may be reasonably expected will not be classified as delays and any claim for extension of time for such time loss will be rejected.

2. Claims for extension of time shall be submitted in writing to the Engineer within ten (10) days after the last day of the happening or event or occurrence causing the delay. Failure to make such claim within the time specified shall constitute waiver of the right to make such claim for extension of time.

I. LIQUIDATED DAMAGES

Time is of the essence of the Contract. Any delay in the completion of the Work will result in damages to the Owner. The costs to the Owner in the administration of the Contract, including engineering, loss of revenue, inspection and supervision will be increased by such delay. It will be impracticable and extremely difficult to determine the actual damages which will be suffered by the Owner as a result of such delay. Therefore, the Contractor agrees to pay liquidated damages and authorizes the Owner to deduct as liquidated damages from any money due or to become due the Contractor the sum of \$300 per day for each and every day after the expiration of Contract Time until the Date of Completion except that no liquidated damages will be required or assessed for Saturdays, Sundays or recognized holidays for the City of Seattle.

J. TERMINATION OF CONTRACT FOR DEFAULT

If the Contractor:

- a. Refuses or fails to supply sufficient properly skilled workers or materials of the proper quality; or
- b. Fails to prosecute the work continuously to completion with promptness and diligence; or
- c. Fails to perform any obligations under the contract;

the Owner may, by serving Written Notice to the Contractor and the Surety:

1. Transfer the performance of work from the Contractor to the Contractor's Surety; or

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Paragraph 1.09 - J (Continued)

2. Provide such sufficiency of labor or materials as required and deduct the costs thereof from any money due or to become due to the Contractor under the contract, or
3. Terminate the contract.

The decision of the Owner to pursue one remedy will not bar the Owner from pursuing other remedies on the same or subsequent breaches.

Upon receipt of a notice that the work is being transferred to the Surety, the Surety shall enter upon the premises and take possession of all materials, tools and appliances thereon for the purpose of completing the work included under the contract and employ by contract or otherwise any person or persons satisfactory to the Owner to finish the work and provide the materials therefore without termination of the Contract. Such employment shall not relieve the Surety of its obligations under the Contract and the bond. If there is a transfer to the Surety, payments on estimates covering work subsequent to such transfer shall be made to the extent permitted under law to the Surety or its agent without any right of the Contractor to make claim thereon.

If the Owner terminates the Contract by any of the means provided above, the Contractor shall not be entitled to receive any further payment on the contract until the work has been fully performed, at which time, if the unpaid balance of the amount to be paid under the Contract due the Contractor shall exceed the expenses incurred by the Owner in completing the work, and all damages sustained, or which may be sustained, by the Owner by reason of such refusal, neglect, failure or discontinuance of work by the Contractor, such excess shall be paid by the Owner to the Contractor. If such expenses and damages exceed the unpaid balance, the Contractor and the Contractor's Surety shall be jointly and severally liable therefore to the Owner and shall pay the difference to the Owner on demand.

K. TERMINATION OF CONTRACT FOR PUBLIC CONVENIENCE

The Owner may terminate the Contract in whole, or from time to time in part, whenever:

1. The Contractor is prevented from proceeding with the work as a direct result of an Executive Order of the President with respect to the prosecution of war or in the interest of national defense; or an Executive Order of the President or Governor of the State with respect to the perservation of energy resources;
2. The Contractor is prevented from proceeding with the work by reason of a preliminary, special or permanent restraining order of a court of competent jurisdiction where the issuance of such restraining order is primarily caused by acts or omissions of persons or agencies other than the Contractor; or
3. The Owner determines that such termination is in the best interests of the City.

SCL 03915

CTY0048902

SEA289381

Paragraph 1.09 (Continued)L. TERMINATION CLAIM

After receipt of a notice of termination of Contract for public convenience, the Contractor shall submit to the Engineer the Contractor's termination claim in sufficient detail to enable the Engineer to ascertain the amount of entitlement under such claim. The claim shall be submitted promptly but in no event later than 60 Days from the effective date of termination of Contract. The Contractor agrees to make the Contractor's records available to the extent necessary for the Engineer to verify the Contractor's claim and to determine the amount of entitlement. If the Contractor considers that the determination by the Engineer is unacceptable, the Contractor shall, within ten (10) days of notification of such determination, file a Written Notice with the Owner stating in clear detail the basis of his objection.

The decision of the Owner shall be final.

1.10 PAYMENTA. PROPOSAL PRICES

The Owner reserves the right, at the Owner's sole discretion, to vary the quantity of any unit price item or to delete any item or combination of items in the Proposal.

No payment will be made for work which was deleted from the Contract or was not performed or for any anticipated profit or overhead on such work.

Except as provided for by a modification, payment for all completed work will be made at the prices included in the Proposal.

A modification shall be issued when:

1. A Major Contract Item has been increased or decreased by more than twenty-five (25) percent of the item amount in the Proposal.
2. The summation of authorized changes in the work amounts to more than twenty-five (25) percent of the Contract Price.
3. The summation of authorized changes in the work provides for an extension of time of more than twenty-five (25) percent of the Time for Completion.
4. Any item of work in the Proposal is deleted.
5. Any Extra Work is authorized.

SCL 03916

CTY0048903

SEA289382

Paragraph 1.10 (Continued)**B. MOBILIZATION**

Mobilization shall consist of preparatory work and operations including, but not limited to, those necessary for the movement of personnel, equipment, supplies and incidentals to the job site; for the establishment of offices, buildings and other facilities necessary for the work; for premiums on bonds and insurance and for the cost of other activities which must be finalized before the time when ten (10) percent of the work is completed. When the Proposal contains a lump sum item for "mobilization" progress payments will be made as follows:

1. When Contractor earnings, exclusive of mobilization, amount to five (5) percent of the Contract Price, the Contractor will be entitled to payment of fifty (50) percent of the Proposal amount for "mobilization."
2. When Contractor earnings, exclusive of mobilization, amount to ten (10) percent of the Contract Price, the Contractor will be entitled to payment of one hundred (100) percent of the Proposal amount for "mobilization."

C. PAYMENT FOR CHANGES

1. Supplemental Agreement. A Supplemental Agreement, in form acceptable to the Owner will be required when:
 - a. A Major Contract Item has been increased or decreased by more than twenty-five (25) percent of the item amount in the Proposal.
 - b. Authorized changes in the work amount to more than twenty-five (25) percent of the Contract Price.
 - c. Authorized changes in the work provide for an extension of time of more than twenty-five (25) percent of the Time for Completion.

The Supplemental Agreement will be executed by the Owner and the Contractor with the written consent of the Surety on the bond.

The Supplemental Agreement will specify the basis of payment for all work affected by the Supplemental Agreement.

2. Extra Work. Payment for Extra Work will be full compensation for all necessary Contractor operations authorized in writing by the Engineer subsequent to the execution of Contract.

The amount of payment for Extra Work shall be determined by one or more of the following methods.

- a. By mutual acceptance of a lump sum Proposal from the Contractor, properly itemized and supported by sufficient substantiating data to permit evaluation.

SCL 03917

CTY0048904

SEA289383

Paragraph 1.10 - C (Continued)

Negotiations for an acceptable lump sum Proposal will be based on the Contractor's direct costs plus a percentage for overhead and profit.

The criteria for establishing the Contractor's direct costs for labor, material, equipment, mobilization and subcontracts may be similar to those specified for force account.

- b. By acceptable unit prices.
- c. By determination of actual costs incurred by the Contractor plus allowances, as specified for Force Account.

Payment for methods a. and b. shall include all costs for overhead and profit except that markups for overhead and profit included in computation of substantiating data shall be limited to those permitted for extra work under method c., Force Account.

- 3. Payment for Extra Costs. Progress payments will include claims for extra costs submitted by the Contractor and approved by the Owner.

A claim for extra cost or a notice of potential claim shall be submitted in writing to the Engineer within ten (10) days after the last day of the happening or event or occurrence giving rise to the claim. Failure to submit such claim within the time specified shall constitute waiver of the right to make such claim.

D. FORCE ACCOUNT

No request for payment for force account work will be approved unless the force account work has been authorized in writing by the Engineer prior to the performance of the work. No work will be construed as force account work, when such work can be measured under the Specifications and paid for at the unit prices in the Proposal. The work to be paid by force account will be measured by the Engineer, and the amount certified by the Engineer shall be final, conclusive, and binding upon the Contractor.

The Contractor's cost records pertaining to work completed on a force account basis shall be open to inspection or audit by representatives of the Owner during the life of the Contract and for a period of three years after the Date of Acceptance, and the Contractor shall retain such records for that period. Where payment for materials or labor is based on the cost thereof to forces other than those of the Contractor, the Contractor expressly guarantees that the cost records of such other forces or a certified copy of such cost records will be available for inspection and audit by representatives of the Owner on the same terms and conditions as the cost records of the Contractor. The Contractor will be given a reasonable notice of the time when such inspection or audit is to begin.

The amount of payment for work completed on a force account basis will be determined by the Engineer after submission by the Contractor of all necessary information relating to Contractor costs and subcontractor costs for labor, material and equipment.

SCL 03918

CTY0048905

SEA289384

Paragraph 1.10 - D (Continued)

1. Labor: The Contractor will be paid for all labor, excluding general superintendents, but including such supervision as may be necessary upon any particular operation. Payment for labor will be the sum of the following:
 - a. Weighted Wage Rate: The weighted wage rate for all labor utilized shall include and be restricted to the prevailing wage rate plus fringe benefits made the obligation of the Contractor by regional labor agreements, plus any payments made by the Contractor in compliance with the requirements of:
 - (1) The Federal Insurance Compensation Act (FICA).
 - (2) The Federal Unemployment Tax Act (FUTA).
 - (3) State Unemployment Compensation Act (SUCA).

The above items shall be combined into a single wage rate for each classification of labor utilized which shall be designated as the "weighted wage rate" for the identified class of labor.

 - b. Travel Allowance and/or Subsistence: The actual costs of travel and/or subsistence allowances paid to labor engaged upon the Work when such allowances are required by regional labor agreement.
 - c. Insurance Premiums: Premiums for Industrial Insurance and Marine Industrial Insurance and one-half the premium for Medical Aid which premiums are prescribed by the regulatory body for the contractor(s) actually performing the force account work. This composite rate may be adjusted upon request to conform with adjustments prescribed by the regulatory body.
 - d. Overhead and Profit: Twenty percent of the sum of items (a), (b), and (c) listed above for overhead, profit, and all other costs incurred in supplying such labor.
2. Material: The Contractor will be paid for all necessary material supplied by the Contractor and delivered to the Jobsite or other location approved by the Engineer. Payment for material will be the sum of the following:
 - a. Invoiced cost of material including actual freight and express charges and applicable taxes, but less offered or available discounts and rebates, notwithstanding the fact that these rebates or discounts may not have been taken by the Contractor.

SCL 03919

CTY0048906

SEA289385

Paragraph 1.10 - D (Continued)

The Contractor shall furnish, as support for all charges for materials, valid copies of Vendor's invoices, including freight and express bills. The Contractor shall furnish an affidavit certifying the Contractor's actual cost of materials furnished from the Contractor's stocks for which an invoice is not available. If, in the opinion of the Engineer, the Contractor's cost is excessive for materials furnished from Contractor stocks, or if the Contractor does not furnish evidence of the costs which are satisfactory to the Engineer, the Engineer reserves the right to establish the cost of all or part of the Contractor furnished materials at the lowest current wholesale prices, less all applicable discounts and exemptions for which these materials are available, in the required quantities delivered to the Jobsite.

The Owner reserves the right to furnish any materials from Owner's inventories as he deems advisable. The Contractor shall have no claims for any costs, overhead, or profit on such materials.

- b. Overhead and Profit: Fifteen percent of Item (a) for overhead, profit and all other costs incurred in supplying such material.
3. Equipment. The Contractor will be paid for all necessary machine powered tools or equipment used by the Contractor in the execution of Work by force account. Payment will not be made for time spent on service or maintenance operations for the equipment. Payment will be made in accordance with the following conditions:
 - a. Equipment without operator: The rental rate to be paid will be established by written agreement between the Engineer and the Contractor prior to use of the equipment on force account work. The rate may be determined from the AGC/WSDOT Equipment Rental Agreement which is in effect at the time the force account is authorized. The rates set forth in the Rental Rate Blue Book (as modified by the current AGC/WSDOT Equipment Rental Agreement) are the maximum rates allowable for equipment of modern design and in good working condition. These rates shall be full compensation for all fuel, oil, lubrication, repairs, maintenance, insurance, small tools, overhead, profit, and all other costs incidental to furnishing and operating the equipment except labor for operation. Operating costs will not be paid for equipment on standby.

The first forty (40) hours of rental shall be paid at agreed daily rate divided by eight (8). More than forty hours of rental shall be paid at the agreed weekly rate divided by forty (40).

The agreed operating cost per hour shall be paid for each hour that the equipment is in use.

SCL 03920

CTY0048907

SEA289386

Paragraph 1.10 - D (Continued)

- b. **Overhead and Profit:** The rental rates established by written agreement between the Engineer and the Contractor will include overhead, profit and all other costs incurred in providing, servicing and maintaining the equipment.
 - c. **Transportation:** Transportation of tools and equipment to Jobsite for force account work will be paid for under force account mobilization.
4. **Force Account Mobilization:** Force account mobilization is defined as the preparatory work performed by the Contractor including transportation of tools, equipment, and personnel (when included in a bargaining agreement). The Owner may pay for mobilization of materials, equipment, and labor if the force account item is not an item included in the Proposal. The Owner will not pay for mobilization for force account items under any circumstances unless the Contractor specifically makes a request in writing in advance of any mobilization costs. The approval of the Engineer will be required prior to commencing the mobilization. An amount equal to 15 percent of the cost of mobilization for force account will be added for overhead, profit and all other costs associated with mobilization markup for subcontractor force account.
5. **Markup for Subcontractor Force Account.** When work is performed on a force account basis by approved Subcontractors, the Contractor will be allowed a markup based on the following schedule:
- a. When the total accumulated value of force account work performed by approved Subcontractors is equal to or less than \$10,000, the Contractor will be allowed a markup of 10 percent.
 - b. When the total accumulated value of force account work performed by approved Subcontractors becomes greater than \$10,000, the Contractor will be allowed a markup of ten percent of the first \$10,000 plus 5 percent of value of work above \$10,000.
 - c. The Contractor's supplemental markup will be computed after all markups have been excluded.

The \$10,000 figure used above will be determined by adding the accumulated value of all Subcontractor force account labor and material costs (excluding all markups) and the accumulated value of equipment costs determined on the basis of 85 percent of the equipment rental rates from the Rental Rate Blue Book.

SCL 03921

CTY0048908

SEA289387

Paragraph 1.10 - D (Continued)

The above allowable markups shall cover all additional bonding and insurance costs.

Contractor expressly guarantees that the cost records of such other forces shall be open to inspection and audit by representatives of the Owner on the same terms and conditions as the cost records of the Contractor. If an audit is to be commenced more than 60 Days after the Date of Acceptance, the Contractor will be given a reasonable notice of the time when such audit is to begin.

6. Specialized Services. Items of work or services which cannot be satisfactorily completed by the Contractor or any of the Contractor's Subcontractors and must be completed by a specialist are classified as specialized services.

When specialized services are performed on a force account basis, invoices for such items or services will be approved without the requirement to itemize labor, material and equipment cost. When force account work necessitates fabrication or machining work away from the Jobsite, charges for such work may, by agreement between the Contractor and the Engineer, be accepted as specialized services charges. The invoice shall show credit for cash or trade discounts offered or available but shall not show any markup. An amount of fifteen (15) percent of the total invoice from the specialist shall be added for overhead, profit and all other costs incidental to furnishing and providing such specialized work.

7. Additional Cost for Bond. The Contractor will be reimbursed for actual cost of additional bond resulting from expansion of contract for force account.

E. PAYMENT AFTER TERMINATION OF CONTRACT FOR PUBLIC CONVENIENCE

Whenever the Contract is terminated for public convenience, payment will be made at Contract Prices for all items of work completed to the satisfaction of the Engineer.

Partially completed items of work will be paid for by agreed prices or by force account.

Payment for any additional unrecovered costs will be based on a substantiation of such costs by the Contractor. The amount of such fixed costs will be determined by the Engineer and payment will be made subject to mutual agreement between the Owner and the Contractor.

SCL 03922

CTY0048909

SEA289388

Paragraph 1.10 (Continued)F. PROGRESS PAYMENTS

Progress payments for completed Work and materials on hand will be made once each month and will be based on progress estimates prepared by the Engineer.

Unless otherwise provided for in the Contract Documents, the Contractor shall submit every month to the Engineer, a detailed statement, in a form satisfactory to the Engineer, showing the value of completed work and the invoiced cost of materials on hand at the date of the statement.

Within fourteen days after receipt by the Engineer of such statement, or if the Contractor fails to submit any such statement, at such time as the Engineer thinks fit, the Engineer will determine the value of the progress estimate.

Progress value will be the sum of the following.

1. Unit Price Items in the Proposal - the approximate quantity of units of Work completed multiplied by the Unit Price.
2. Lump Sum Items in the Proposal - the estimated percentage complete multiplied by the Proposal amount for each Lump Sum Item.
3. Materials on Hand - 90 percent of invoiced cost of material delivered to Jobsite or other storage area approved by the Engineer.
4. Change Orders - entitlement for approved extra cost or completed extra work as determined by the Engineer.

Progress payments will be made in accordance with the progress estimate less

- a. Five (5) percent for retained percentage.
- b. The amount of Progress Payments previously made.
- c. Funds withheld by Owner for disbursement in accordance with the Specification.

Progress payments for work performed shall not be evidence of acceptable performance or an admission by the Owner that any work has been satisfactorily completed.

Payments will be made by warrants, issued by the Owner's fiscal officer, against the appropriate fund source for the project.

SCL 03923

CTY0048910

SEA289389

Paragraph 1.10 (Continued)G. PAYMENT FOR MATERIAL ON HAND

Material on hand shall include only those materials which are to be incorporated into the Work and which have been delivered to or stockpiled in the vicinity of the Jobsite or other storage area approved by the Engineer.

Progress Payments will include ninety (90) percent of the cost of materials on hand.

The cost of the materials on hand will be determined from a copy of the invoice submitted by the Contractor to the Engineer.

Payment for materials on hand shall not constitute acceptance of such materials prior to final inspection of the Work.

H. OWNER'S RIGHT TO WITHHOLD AND DISBURSE CERTAIN AMOUNTS

The Owner may withhold from payments to the Contractor, in addition to retained percentage, such amounts as may be necessary to cover:

1. Payments that may be earned or due for just claims for labor or materials furnished in and about the Work;
2. Defective work not remedied;
3. Failure of the Contractor to make just and timely payments to a subcontractor;
4. Reasonable doubt that the Contract can be completed for the unpaid balance of the Contract Amount;
5. Damage to another Contractor, where there is evidence thereof.

The Contractor authorizes the Owner, subject to no legal impediment, to disburse such funds to any party or parties entitled to payment under this Contract.

Disbursement of funds will be made not less than fifteen (15) days after Written Notice of the Owner's intent to disburse funds has been issued to the Contractor. The Owner will render to the Contractor, a proper accounting of all funds disbursed in behalf of the Contractor.

I. RETAINED PERCENTAGE

In accordance with Chapter 60.28 RCW, there shall be reserved from the monies earned by the Contractor, as determined by Progress Estimates, a sum equal to five (5) percent of such estimates.

Such sum shall be retained as a trust fund for the protection and payment of any person or persons, mechanic, subcontractor or suppliers who shall perform any labor or provide supplies for the work and for taxes due.

SCL 03924

Paragraph 1.10 - I (Continued)

The monies reserved, at the option of the Contractor, shall be:

- a. Retained in a fund by the Owner until thirty days following acceptance of the Work; or
- b. Deposited by the Owner in an interest bearing account in a bank, mutual savings bank, or savings and loan association, not subject to withdrawal until after acceptance of the Work or until agreed to by both parties. Provided that interest on such account shall be paid to the Contractor; or
- c. Placed in escrow with a bank or trust company by the Owner until thirty days following acceptance of the Work.

The Contractor shall be responsible for payment of all costs which may accrue from escrow charges or brokerage charges and shall assume all risks in connection with the investment of retained percentage funds in securities.

J. FINAL PAYMENT

Payment of the retained percentage will be withheld for a period of 30 Days following the Date of Acceptance by the Owner and will be paid the Contractor at the expiration of said 30 Days provided the following conditions are met:

1. Releases have been obtained from the State of Washington Department of Labor and Industries, the State of Washington Employment Security Department, the Washington State Department of Revenue, and all other departments and agencies having jurisdiction over the activities of the Contractor.
2. No claims, as provided by law, have been filed against the retained percentage.

In the event claims are filed, the Contractor will be paid such retained percentages less an amount sufficient to pay any such claims, together with a sum sufficient to pay the cost of such action and to cover attorney's fees as determined by the Owner.

The making and acceptance of the final payment shall constitute a waiver of all claims by the Owner, other than those arising from unsettled liens, from faulty work appearing within the guarantee period, from the requirements of the Drawings and Specifications, or from manufacturer's guarantees. It shall also constitute a waiver of all claims by the Contractor, except those previously made and still unsettled.

SCL 03925

CTY0048912

SEA289391

Paragraph 1.10 (Continued)K. ADJUSTMENTS

If the Contractor must undertake additional work due to the enactment of new or the amendment of existing statutes, rules or regulations occurring after the submission of the successful bid, the Owner shall issue a change order for the additional work and payment will be made as for "extra work."

The Contractor may submit a claim for extra cost relating to increase in Federal or State taxes on material, labor or equipment required for completion of the work and such claim will be approved for payment provided:

1. The increased tax for items in the Proposal took effect after the date of bid opening, or
2. The increased tax for items affected by a modification took effect after the date on which the modification was issued.

END SECTION 00700

SCL 03926

CTY0048913

SEA289392

PART 1 - GENERAL

1.01 The General Conditions, Section 00700, are modified as follows:

A. Page 10 - General Conditions

Paragraph 1.01 Scope of Work

A. The Contract shall be a partly lump sum and partly unit prices Contract.

B. Page 18 - General Conditions

Paragraph 1.03 P Guaranty and Warranty

Add:

In addition to the Contract requirement that all work shall be guaranteed and warranted against defects for a period of one year from the Date of Acceptance, the Contractor shall insure that the double walled fiberglass tanks will be supplied with a manufacturer's warranty which states that conditional to being installed in accordance with specifications which are consistent with manufacturer's requirements, the tanks will not leak for a period of thirty (30) years from date of original purchase due to structural failure, which shall be defined as breaking or collapse.

C. Page 20 - General Conditions

Paragraph 1.04 F Permits and Licenses

Add:

The Contractor shall not commence work and shall not permit any subcontractor to commence any contract operation until a copy of each permit or license has been furnished to the Engineer.

Permits to be obtained by Contractor include:

1. Seattle Fire Department Tank Removal Permit.
2. Puget Sound Air Pollution Agency Tank Installation Notification and Approval.
3. Seattle Dept. of Construction and Land Use Tank Installation permit.
4. A separate Fire Department Permit (Code 491) is required for cutting or welding the existing underground steel tanks.

D. Page 20

Paragraph 1.04 G - Safety Rules and Standards

Add:

- f. U.S. EPA and Occupational Health and Safety Administration rules and all other relevant Federal and State health and safety standards for the handling and transport of contaminated materials including the Toxic Substances Control Act (TSCA), U.S. and Washington Department of Transportation (DOT) regulations, EPA solid waste regulations, 842.
- g. Chapter 173-303 WAC and 40 CFR 761-PCBs.

SCL 03927

CTY0048914

SEA289393

Paragraph 1.01 (Continued)

Contractor will provide monitoring of explosion and flammability hazards throughout the job and comply with the requirements of the Fire Inspector for the job and applicable Fire Codes for removal and installation of petroleum storage tanks.

Contractor shall provide notice and information relating to health and safety concerns to Owner, representatives of King County Municipal Airport, and Friends of the Georgetown Steam Plant.

- E. Page 29 - General Conditions
Paragraph 1.09 Commencement, Prosecution, and Completion
- F. Normal Working Hours. Delete paragraph and substitute the following:
 - 1. Normal Working Hours.

Except in case of emergency or unless otherwise approved by the Owner the normal hours of work shall be between 6:00 a.m. and 7:00 p.m. on any working day and shall consist of 8 hours exclusive of a lunch period of not more than one hour. The normal hours of work shall be established at the preconstruction conference or prior to the Contractor commencing the Work and shall not be changed or extended without approval of the Engineer.

Permission to work Saturdays, Sundays, holidays, or other than normal hours of work Monday through Friday may be given subject to certain conditions set forth by the Owner or Engineer. These conditions include, but are not limited to, requiring the Engineer or other Owners employees to be present during the Work. Such other Owner employees include, but are not limited to, survey crews; personnel from the Owner's material testing lab; inspectors; and employees from the administering or other departments.

Seattle Municipal Code, Chapter 25.08 specifies maximum permissible sound levels for sound sources located within the City or King County. Permission to work outside normal hours of work may be withdrawn at any time if the Contractor exceeds the specified maximum permissible sound level or if a complaint is received from the public or adjacent property owners. The Contractor shall have no claim for damages or delay should such permission be withdrawn.

Requests to perform work on Saturdays between 6:00 a.m. and 7:00 p.m. shall be submitted to the Engineer no later than noon on the working prior to the Saturday for which the Contractor is requesting permission to work.

Requests to perform work on holidays, Sundays, or before 6:00 a.m. or after 7:00 p.m. on any day requires approval of the Owner. Such request shall be submitted to the Engineer no later than 10 days prior to the day for which the Contractor is requesting permission to work.

SCL 03928

CTY0048915

SEA289394

Paragraph 1.01 (Continued)

2. Reimbursement for Overtime Work of Owner Employees

When the Contractor elects to work on a Saturday, Sunday of holiday, or longer than an 8-hour period on any working day, such work shall be considered as over-time work. On all such overtime work, the Contractor shall reimburse the Owner for the full costs of premium time for overtime for employees of the Owner required to work overtime hours.

The Contractor hereby authorizes the Owner to deduct such costs from any amounts which might then be or thereafter become due or payable by the Owner to the Contractor under or by virtue of the provisions of the Contract.

END SECTION 00800

SCL 03929

CTY0048916

SEA289395

PART 1 - GENERAL1.01 CONTRACT DRAWINGS

Sets of Contract Drawings will be furnished without cost to the Contractor upon request.

Drawing
No.

Title

C-6379

Georgetown Steam Plant - Removal of Underground
Tanks & Piping

D-30344

South Service Center - Service Station Island
& Fuel Tanks

END SECTION 00850

SCL 03930

CTY0048917

SEA289396

PART 1 - GENERAL1.01 DESCRIPTION OF WORK

- A. South Service Center. The work at South Service Center consists of improvements to the existing service facility. Details of the required activities are as follows:
1. The installation of steel sheet piling at the location indicated by "shoring line" on the installation plan of Drawing No. D-30344, and the removal of such sheet piling as the work progresses.
 2. The excavation of all materials within the area defined by the sheet piling to the depths required by the drawing and the specification.
 3. The removal and disposal of two 500-gallon steel tanks and two 3,000-gallon steel tanks from within the area defined by the sheet piling.
 4. The removal of the service island, dispensers and ancillary equipment and pipe connections from within the area defined by the sheet piling.
 5. The storage of dispensers and all salvaged equipment at locations within South Service Center as directed by the Engineer. The dispensers and salvaged equipment are to be reinstalled on the reconstructed service island.
 6. The supply and installation of five double-walled fiberglass tanks with leak detection systems in accordance with installation plan and anchorage detail shown on Drawing No. D-30344. Backfill as required.
 7. The supply and installation of all piping and fittings for air, water, oil and gasoline necessary for a complete and functioning installation to the reconstructed service island.
 8. The supply and installation of all electrical connections required for a complete and functioning installation of the reconstructed service island.
 9. The supply and placement of all concrete, reinforcing steel and all embedments, fittings and installations for reconstruction of the service island to conform to existing geometrics.
 10. The removal from storage of the dispensers and salvaged equipment and the installation on the reconstructed service island.
 11. Retrofitting the existing 2,000-gallon diesel fuel tank with automatic fuel gauge, overfill protection, and spill containment manhole.
 12. Supply and placement of reinforcing steel and concrete for an 8" thick reinforced concrete slab to the limits shown on the installation plan on Drawing No. D-30344.

SCL 03931

CTY0048918

SEA289397

Paragraph 1.01 (Continued)

13. Removal and disposal of 500-gallon steel tank from location shown on south side of Building B on Drawing No. D-30344.
 14. Backfill after removal of 500-gallon tank on south side of Building B.
 15. Disposal of approximately 20 cubic yards of oil-stained soil at Cedar Hills Landfill in Maple Valley.
 16. Disposal of approximately 50 cubic yards of surplus granular material from excavation by transportation to Georgetown Steam Plant and utilization as backfill.
 17. Disposal of waste concrete and asphalt concrete.
 18. Restoration of disturbed asphalt areas with 3" asphalt concrete.
- B. Georgetown Steam Plant. The work at Georgetown Steam Plant consists of removal and disposal of underground fuel tanks and piping and restoration of surface areas. Details of the required activities are as follows:
1. Removal and disposal of PCB contaminated sludge and oil from the diesel tank and from the most northerly 12,000-gallon tank.
 2. Transportation of PCB contaminated materials to one of the approved dump sites at Chem Securities Facility in Arlington, Oregon or the Envirosafe Services Facility in Grandview, Idaho.
 3. Disposal of PCB contaminated material at approved dump site including payment of all charges and fees.
 4. Excavation and disposal of approximately 100 cubic yards of oil-stained soil at Cedar Hills Landfill in Maple Valley.
 5. Removal and disposal of three 12,000-gallon tanks and one 700-gallon tank and approximately 340 linear feet of piping as generally located in Drawing No. C-6379.
 6. Removal of concrete walls shown in Section A, Drawing C-6379, and the plugging of all pipes to building.
 7. Backfilling excavation areas using waste granular material from South Service Center, material stockpiled at Georgetown Steam Plant, and Contractor supplied granular material. Grading to conform to existing surfaces.

END SECTION 01010

SCL 03932

CTY0048919

SEA289398

PART 1 - GENERAL1.01 MEASUREMENT OF QUANTITIES

- A. Bid items of work acceptably completed pursuant to Contract Documents will be measured by the Engineer according to United States standard measure.
- B. The methods of measurement and computations to be used in determination of quantities of material furnished or of work performed under the contract will be those methods generally recognized as conforming to sound engineering practice and will be carried to the proper significant figures or fractions of units for each item.
- C. Unless otherwise specified, measurements will be made to neat lines indicated on the Drawings or as altered by the Engineer to fit field conditions.
- D. No measurement will be made for:
 - 1. Lump sum items of work.
 - 2. Unauthorized work or work performed outside the lines indicated in the drawings or established by the Engineer.
 - 3. Repair of damage to new or existing improvements caused by the Contractor.
 - 4. Work rejected by the Engineer because of non-compliance with specification requirements.
 - 5. Material not incorporated into the work in accordance with the drawings and the specifications.

1.02 PAYMENT

- A. Payment for completed work will be made in accordance with General Conditions, Section 00700, Paragraph 1.10 - Payment.
- B. No payment will be made for work which was deleted from the contract or was not performed or for any anticipated profit or overhead on such work.
- C. Payment will not be made for extended overhead costs resulting from any authorized extension of Contract Time.
- D. Separate payment will not be made to the Contractor for any tests carried out by the Contractor, any subcontractor, supplier or manufacturer or for Contractor furnished samples of materials or equipment for testing by the Engineer or an authorized agent of the Owner.

SCL 03933

CTY0048920

SEA289399

Paragraph 1.02 (Continued)

- E. Separate payment will not be made to the Contractor for identified cost of any permits or fees.
- F. Adjustments. Adjustments in the amount to be paid by the Owner under the terms and conditions of the contract will not be made as a result of any change in laws, ordinances or regulations except as specifically provided by the following:
1. Changes in Laws: The Owner will not adjust payment to compensate the Contractor for changes in legal requirements unless those changes are specifically within the scope of RCW 39.04.120, Pollution and Preservation of Natural Resources. For changes under RCW 39.04.120 the Owner will compensate the Contractor by negotiated Change Order or by force account.
 2. Changes in Taxes: The Owner will adjust payment to compensate for tax changes under the following conditions:
 - a. the changes involve Federal or State taxes on materials used in or consumed for the Work;
 - b. the changes increase Contractor-paid taxes by more than \$100;
 - c. for items in the original contract, the tax change must occur after the Bid opening date;
 - d. for negotiated contracts or items in a supplemental agreement the tax change must take place after the execution date of the contract or agreement;
 - e. the Contractor, if requested by the Engineer, certifies in writing that the Awarded Contract Price does not include an extra amount to cover a possible change in taxes; and
 - f. the Contractor permits the Owner to audit the Contractor's records to the extent necessary to substantiate any claim for compensation under the provisions of this section.

Within the above conditions the Owner will adjust compensation by the actual dollar amounts of increase caused by the tax changes.

- G. Payment for completed work will include all costs relating to:
1. Furnishing all materials and performing all work under the contract (including changes in the work, materials, or plans) in a complete and acceptable manner;

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Paragraph 1.02 (Continued)

2. All risks, loss, damage, or expense of whatever character arising out of the nature or prosecution of the work; and
 3. All expense incurred in consequence of the suspension or discontinuance of the work as specified in the Contract Documents.
- H. The lump sum prices and the unit prices in the bid form will be full and just compensation for the following work:

Item No. 1 - Mobilization for South Service Center. Payment for mobilization will be made in accordance with General Conditions, Section 00700, Paragraph 1.10 B.

Item No. 2 - Removal and Disposal of 500-gallon Tank. Payment for this item will be for all costs associated with removal and disposal of the underground tank located on the south side of Building B and includes:

1. Removal of asphalt concrete pavement.
2. Excavation to expose tank.
3. Removal and disposal of tank.
4. Backfilling with material from excavation.

Item No. 3 - Shoring. Payment for this item will be for all costs associated with the installation and removal of interlocking sheet steel piling along the shoring line shown on Drawing No. D-30344 and to the depths required for installation of concrete bases for anchoring fiberglass double-walled tanks.

Item No. 4 - Removal and Disposal of Service Island and Four Tanks. Payment for this item will be for all costs associated with removal of all equipment and material within the limits of the sheet piling and to the depths required for installation of reinforced anchorage for fiberglass tanks and includes:

1. Removal to storage of dispensers and ancillary equipment including covers on existing service island.
2. Demolition and disposal of service island.
3. Demolition and disposal of concrete slab over existing tanks and removal to storage of all rings and covers.
4. Removal and disposal of connections for air, oil, water, electricity.
5. Excavation and stockpiling of granular material for reuse as backfill.
6. Dewatering activities.

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Paragraph 1.02 (Continued)

Item No. 5 - Excavation and Disposal of Contaminated Material. Payment for this item will be for all costs associated with excavation, loading, transportation to Cedar Hills Landfill in Maple Valley and dumping of material contaminated with oil and designated by the Engineer as unsuitable.

Item No. 6 - Reinforced Concrete Anchoring. Payment for this item will be for all costs associated with supply and placement of concrete, reinforcing steel, and embedments required for anchoring of five fiberglass tanks. Slab dimensions for three 550-gallon tanks will be 18.75' x 7' x 0.67'. Slab dimensions for each of the 4,000-gallon tanks will be 20' x 9.5' x 0.67'.

Item No. 7 - Supply and Installation of 550-gallon Tank. Payment for this item will be for all costs associated with installation of each 550-gallon double-walled fiberglass tank and includes:

1. Supply, placement and consolidation of pea gravel as shown on the anchorage detail on Drawing No. D-30344.
2. Supply and installation of fiberglass hold down straps with turnbuckles.
3. Supply and installation of leak detection system including connection to master control unit.
4. Testing of tank for leaks.
5. Backfilling to subbase with material from excavation.
6. Supply and installation of an automatic tank gauge.
7. Accessories as specified.

Item No. 8 - Supply and Installation of 4,000-gallon Tank. Payment for this item will be for all costs associated with installation of each 4,000-gallon double-walled fiberglass tank and includes:

1. Supply, placement and consolidation of pea gravel as shown on the anchorage detail on Drawing No. D-30344.
2. Supply and installation of fiberglass hold down straps with turnbuckles.
3. Supply and installation of leak detection system including connection to master control unit.
4. Testing of tank for leaks.
5. Backfilling to subbase with material from excavation.
6. Supply and installation of an automatic tank gauge.
7. Accessories as specified.

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Paragraph 1.02 (Continued)Item No. 9 - Supply and Installation of Connections to Service Island.

Payment for this item will be for all costs associated with replacement of all connections and includes:

1. All piping connections from the tanks to the dispensers.
2. Water pipe connections from existing water pipe to reconstructed service island.
3. Oil pipe connections from existing oil pipe to reconstructed service island.
4. Air pipe connections from existing air line to reconstructed service island.
5. Electrical conduit and cable to complete electrical installations to reconstructed service island.

Item No. 10 - Modify Existing 2,000-gallon Tank. Payment for this item will be for all costs associated with the modifications to an existing underground steel tank containing diesel fuel, and includes:

1. Cut out and repair of concrete slab.
2. Supply and installation of automatic tank gauge.
3. Supply and installation of overflow protection and spill containment manhole.

Item No. 11 - Reconstruct Service Island. Payment for this item will be for all costs associated with reconstruction of the service island and the installation of dispensers and accessories and incidentals to provide a complete functional facility and includes:

1. Supply and placement of concrete, reinforcing steel and embedments in accordance with details shown on Drawing No. D-30344 and to match service island as it existed before demolition.
2. Installation of materials and equipment salvaged from service island before demolition.
3. Installation of connections for fuel lines to dispensers, for air, oil and water and 4 inch diameter drain line at the service island.
4. Electrical connections for lighting and dispensers.
5. Supply and installation of master control unit for leak detection systems.

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Paragraph 1.02 (Continued)

Item No. 12 - R.C. Surface Slab. Payment for this item will be for all costs associated with installation of a reinforced concrete slab (approximately 37' x 25' x 0.67') and includes:

1. Supply and placement of concrete in accordance with limits shown on Drawing No. D-30344.
2. Supply and placement of reinforcing steel.
3. Installation of all items salvaged from original concrete slab, as directed by the engineer. Salvaged items include two 24" diameter rings.
4. Supply and installation of two 24" diameter covers, cast with embossed letters "Gasoline".

Item No. 13 - Asphalt Concrete. Payment for this item will be for all costs associated with repair of asphalt surfacing and includes:

1. Cutting and trimming edges of asphalt areas to be patched.
2. Excavation and trimming to provide for 6 inch base of crushed rock and 3 inches of asphalt concrete.
3. Supply and installation of 6 inches of compacted crushed rock base and 3 inches of asphalt concrete.

Item No. 14 - Soil Tests at South Service Center. Payment for this item will be for all costs associated with sampling, testing and processing results to indicate Total Petroleum Hydrocarbon content of soil at locations determined by the Engineer.

Item No. 15 - Mobilization for Georgetown Steam Plant. Payment for mobilization will be made in accordance with General Conditions, Section 00700, Paragraph 1.10 B.

Item No. 16 - Removal and Disposal of 12,000-gallon Tank. Payment for this item will be for all costs associated with excavation and removal of each of the three 12,000 gallon tanks and all vertical attached pipes at Georgetown Steam Plant. Payment for removal and disposal of horizontal piping will be made under Item No. 18. The limits of excavation will be in accordance with WISHA requirements for excavations without shoring.

Item No. 17 - Removal and Disposal of 700-gallon Tank. Payment for this item will be for all costs associated with excavation and removal of the 700 gallon tank and all vertical attached pipes at Georgetown Steam Plant. Horizontal pipes shall be removed and paid as Item No. 18. The limits of excavation will be in accordance with WISHA requirements for excavations without shoring.

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Paragraph 1.02 (Continued)

Item No. 18 - Removal and Disposal of Piping. Payment for this item will be for all costs associated with removal and disposal of fuel piping from the west edge of access road to existing tanks as indicated on the drawings. Any required excavation deeper than six feet shall be paid by Extra Work.

Item No. 19 - Excavation and Disposal of Contaminated Soil. Payment for this item will be for all costs associated with excavation, loading, transportation to Cedar Hills Landfill in Maple Valley and dumping of material contaminated with oil and designated by the Engineer as unsuitable.

Item No. 20 - Removal and Disposal of PCB Contaminated Sludges and Oil. Payment for this item will be for all costs associated with removal of PCB contaminated sludge and oil from the northerly 12,000-gallon tank and from the 700-gallon tank, the cleaning of the tanks, the handling, packaging and transportation of the sludge and oil to the Chem Securities facility in Arlington, Oregon or to the Envirosafe Services facility in Grandview, Idaho, and will include costs for permits and dumping fees.

Item No. 21 - Backfill from Stockpile.

Payment for this item will be for all costs associated with backfilling excavated areas with material available from jobsite including:

1. Material stockpiled at or adjacent to site at the time of bid opening.
2. Material excavated to allow for removal of tanks and pipes.

Item No. 22 - Backfill from South Service Center.

Payment for this item will be for all costs associated with loading surplus material from South Service Center, the transportation, dumping and consolidation in areas excavated for tank removal at Georgetown Steam Plant.

Item No. 23 - Backfill - Imported.

Payment for this item will be for all costs associated with the purchase of granular material, delivery to jobsite, placement and consolidation in areas excavated for tank removal at Georgetown Steam Plant. Imported material will be authorized only after all material from stockpile or waste granular material from South Service Center have been utilized.

Item No. 24 - Soil Tests at Georgetown Steam Plant.

Payment for this item will be for all costs associated with sampling, testing and processing results to indicate Total Petroleum Hydrocarbon content of soil at locations determined by the Engineer.

END SECTION 01025

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SEA289405

PART 1 - GENERAL1.01 CITY ORDINANCES

- A. Chapter 20.44 City Contracts - Prevention of Discrimination. (Ordinance 101432 - Equal Employment Opportunity.)
- B. Chapter 20.46 Seattle Municipal Code - Women's and Minority Business Utilization. (Ordinance 109113 as amended by Ordinance 109869.)

1.02 WASHINGTON STATE LAWS

RCW Chapter 39.08 Contractor's Bond
39.12 Prevailing Wages on Public Works
49.28 Hours of Labor
49.46 Minimum Wage Act
60.28 Lien for Labor Materials, Taxes on Public Works

Chapter 173-303 WAC - Dangerous Waste Regulations

1.03 STATE OF WASHINGTON REQUIREMENTS

WISHA (Washington Industrial Safety and Health Act).

All persons within the construction area while overhead work is being conducted shall wear hardhats without exception in accordance with City Light Department policies.

1.04 LICENSES

Chapter 5.44 of the Seattle Municipal Code requires that the Contractor hold a Seattle Business License and pay business and occupation tax. If the Bidder is licensed at the time of bid submission, his City of Seattle Business License number shall be shown in the space provided in Section 00300 Proposal.

1.05 REGISTRATION

Pursuant to RCW 39.06.010, the Contractor must be registered by the State of Washington prior to award of contract. If the Bidder is registered at the time of bid submission, his Washington State Contractor's registration number shall be shown in the space provided in Section 00300 Proposal.

END SECTION 01060

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SEA289406

PART 1 - GENERAL1.01 PRECONSTRUCTION CONFERENCE

- A. General. A preconstruction conference will be held after award of contract and prior to the notice to proceed.
- B. Participants. The Contractor's project engineer and construction management team shall attend this meeting and others of his organization may attend as the Contractor deems necessary.
- C. Agenda. The following will be on the agenda for discussion. In addition, any questions pertaining to the project may be discussed.
1. City Light Organization.
 2. Project Management.
 - a. Construction scheduling.
 - b. Supervisory personnel.
 - c. Hours of work.
 - d. Storage facilities and work area and headquarters.
 - e. Temporary facilities (water, power, sanitation).
 - f. Correspondence.
 - g. Safety.
 - h. Insurance.
 - i. Quality control.
 3. Required Permits and Conditions.
 - a. Tank Removal.
 - b. Tank Installation.
 - c. SEPA Declarations. and permits
 4. Environmental Requirements.
 - a. Sampling during and after work. Bring DOE guidance & distribute
 - b. Notification of agencies.

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Paragraph 1.01 (Continued)

- c. Dangerous waste rules, handling and disposal of PCB-contaminated sludge, oil and oil-stained soils, disposal of junk tanks and piping.
- d. Environmental Affairs project staff attend preconstruction conference and progress meetings.

1.02 PROGRESS MEETINGS

A. General. Unless otherwise scheduled by mutual agreement between the Engineer and the Contractor, progress meetings shall be held on site, once each week.

B. Agenda.

The agenda for progress meetings will include:

1. Approval of minutes of previous meetings.
2. Review of Work progress.
3. Field observations, problems and decisions.
4. Identification of problems which impede planned progress.
5. Maintenance of construction schedule.
6. Corrective measures to regain projected schedules.
7. Planned progress during succeeding work period.
8. Coordination of projected progress.
9. Maintenance of quality and Work standards.
10. Effect of proposed changes on construction schedule and coordination.
11. Other administrative and general matters as needed.
12. Review of compliance with environmental protection conditions and handling of PCB and oily materials, and disposal of tanks and piping.

PART 2 - PRODUCTS

Not applicable.

PART 3 - EXECUTION

Not applicable.

END SECTION 01200

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SEA289408

PART 1 - GENERAL1.01 TEMPORARY BUILDINGS

The Contractor may construct or provide temporary buildings or trailers, at an approved or designated location as may be necessary for the performance of the work. At the completion of the work, all temporary buildings shall be removed and the area restored to the condition which existed prior to the Contractor's use.

1.02 CONSTRUCTION POWER AND WATER

- A. Power. The City Light Department will upon request make available to the Contractor, and at no cost to the Contractor, a temporary connection for electrical service of 120 V or 240 V, single phase. The Contractor shall give the Engineer 48 hours advance notice for service.
- B. Water. The Contractor may obtain water without cost from any hose bib near the work.

1.03 DUST CONTROL

The Contractor shall sprinkle all areas of work, if requested, to prevent dust resulting from his operations and from backfill materials and open excavations from settling on the existing building and equipment at Georgetown Steam Plant and South Service Center.

If it becomes necessary for the City to clean equipment due to failure of the Contractor to comply with such requests, the cost of such cleaning shall be at the expense of the Contractor.

1.04 CLEANUP

The Contractor shall keep the premises free from unnecessary equipment, materials, waste and rubbish during the course of his work, and nothing shall be allowed to accumulate at locations which would interfere with the rights and work of others.

At the completion of the work, the Contractor shall remove all debris resulting from the work, all equipment, tools, sanitary installation, and surplus materials, and shall put the premises in a clean and orderly condition.

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1.05 PROTECTION OF PROPERTY

The Contractor shall exercise care in performing the work so as not to cause any damage to the underground facilities such as piping and grounding. If any damage to existing facilities does occur, the Contractor shall repair the damage and bear the cost thereof.

The Georgetown Steam Plant is a national historic landmark and must be protected as such.

1.06 SANITARY FACILITIES

The Contractor shall provide sanitary facilities in accordance with Paragraph 1.04 E of Section 00700, General Conditions.

END SECTION 01500

SCL 03944

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SEA289410

PART 1 - GENERAL1.01 PREVENTION OF ENVIRONMENTAL POLLUTION AND PRESERVATION OF PUBLIC NATURAL RESOURCES

- A. General. The Contractor shall comply with all provisions of Federal, State, and local statutes, ordinances, and regulations pertaining to the prevention of environmental pollution and the preservation of natural resources.

It shall be the responsibility of the Contractor to report to the Engineer without delay, all incidents involving chemical, oil or other contaminated discharges into state waters as described below.

1. Water Quality. The Contractor shall take all necessary precaution to prevent pollution, erosion, siltation, and damage to property; shall provide for the flow of all water courses, including streams, ditches and drains intercepted during the progress of the work; and shall complete restoration work in accordance with the directions of the Engineer. Water from tanks will not be discharged unless it has been tested and shown to meet Metro or other applicable standards.
2. Oil Spill Prevention and Control. The Contractor shall take all necessary precautions to prevent and control the spill and spread of oil, and shall comply with the provisions of the Oil Spill Prevention and Control Plan described below.
3. Oil Spill Prevention and Control Plan.
 - a. Discharges of oil from equipment or facilities into public waters, drains, or onto adjacent land are not permitted.
 - b. All oil-containing equipment, oily soil, sludge, fuels and storage containers shall be stored in designated area, containment shall be provided, and precautions (such as roping off the areas) shall be taken to minimize the chance of spills. Machinery shall be refueled only in designated areas.
 - c. Fuel hose, oil drums, etc., shall be checked regularly for drips or leaks, and shall be maintained and stored properly to prevent discharges. Proper security shall be maintained to discourage vandalism.
 - d. Construction and supervisory personnel shall know the location of absorbent materials, and in the event of a spill shall use such materials to contain and absorb the spill and in particular to prevent the entry of oil into drains or water. The City Light Safety Watch for the job or the Power Control Center (684-4200) shall be notified promptly.
 - e. In the event of any oil discharges with a potential for entry into any body of water, the Power Dispatcher shall be notified immediately (24 hours: 684-4200). The Power Dispatcher shall implement the Oil Spill Response Procedure, notifying appropriate City Light supervisor, and other persons.

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Paragraph 1.01 (Continued)

4. Air Quality. The Contractor shall not cause or allow the discharge of particulate matter, the emission of any air contaminants, or odor bearing gases in excess of the limits specified under Regulation 1 of the Washington Department of Ecology, Article 9-Emission Standards. The Contractor shall maintain air quality within the national emission standards for hazardous air pollutants.

Burning construction debris shall not be allowed.

5. Soils. Oil-stained soils must be contained on or in impermeable material, segregated from clean soils, and covered from rain to prevent the spread or seepage of oily soil.

Oil-stained soil shall be ^{deposited, treated or} disposed in accordance with solid waste and dangerous waste regulations.

6. Liability. The Contractor shall be liable for the payment of all fines and penalties resulting from failure to comply with the Federal, State and local pollution control regulations.

END SECTION 01568

SCL 03946

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SEA289412

PART 1 - GENERAL1.01 DESCRIPTION

This section covers the requirements for demolition of concrete and underground tanks and piping and incidental works and includes:

- A. Removal to storage at South Service Center of all dispensers, lighting standard and incidental installations on existing service island as directed by the Engineer.
- B. Demolition of the concrete service island and the removal from site and disposal of concrete.
- C. The demolition of concrete slab surrounding the existing service island and the removal from site and disposal of concrete. All rings and covers and other salvageable embedments shall be removed to storage at South Service Center as directed by the Engineer.
- D. The removal of three 500-gallon storage tanks and two 3,000-gallon storage tanks from the South Service Center site and the disposal at a location approved by the Engineer.
- E. Demolition of concrete wall, roof supports, corrugated metal and pipe pit at Georgetown Steam Plant and the removal from site and disposal at an approved location.
- F. The removal and disposal of PCB contaminated sludge and oil from tanks at Georgetown Steam Plant.
- G. The removal of one 700-gallon tank and three 12,000-gallon tanks from the Georgetown Steam Plant and the disposal at a location approved by the Engineer.
- H. The removal of underground piping from Georgetown Steam Plant site and the disposal at a location approved by the Engineer.

PART 2 - PRODUCTS2.01 MATERIALS

Not applicable.

PART 3 - EXECUTION3.01 RINGS AND COVERS

- A. Remove two 24" diameter rings and covers with embossed letters "Water". Place in storage as directed by Engineer.
- B. Remove all other embedded rings and covers and place in storage as directed by the Engineer.

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SEA289413

3.02 EXISTING UTILITIES

The Contractor shall locate all utilities services within the shoring line shown on the drawing and shall make temporary terminations outside the shoring line before sheet piling commences.

3.03 REMOVAL OF CONCRETE

After removal of all items identified by the Engineer as salvage, the Contractor shall demolish the concrete service island and the concrete slab to the limits shown on the drawing and shall dispose of all concrete at location approved by the Engineer.

3.04 TANK REMOVAL

A. General.

1. The Contractor shall contact the Seattle Fire Department (386-1450) 24 hours prior to excavating for tank removal.
2. Tanks may be removed only after Fire Department Inspection.
3. Two (2) 20 BC portable fire extinguishers shall be on site within 50' of the operation.
4. Rope or ribbon barricades shall be provided circling 10' from the operation or be enclosed in a fenced yard.
5. "No Smoking" signs shall be posted in readily visible locations.
6. No activities involving heat will be allowed unless the tanks are certified gas free.
7. Contractor shall provide written notice to the Engineer describing in detail the handling and disposition of tanks and tank contents, and stating whether materials are "salvaged," treated," "incinerated," "landfilled," etc., at site name, address and by owner/operator.

B. Procedure Before Tank Removal.

1. The Contractor shall drain and flush piping and pump all remaining product from each tank by vacuum or hand pump or equivalent, and contain and store the residual product and/or sludge appropriately in labeled containers. PCB-contaminated material shall not be mixed with any other material or diluted in any way. Contaminated fuel or waste oil sediments may be a regulated dangerous waste to be disposed of accordingly. Contractor is responsible for checking current waste regulations and complying with them.

*beforehand
for approval
and after
for documentation.*

*and rinse!
see Fire permit
disposal of rinse?*

*treat doing wastes
recycle water when poss
no dish w/o mtr approval*

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SEA289414

Paragraph 3.04 (Continued)

2. Tanks shall be completely empty of all flammable or combustible liquids prior to removal. Tanks larger than 10,000 gals. must be certified gas free by a marine chemist or a petroleum industry safety engineer regularly engaged in that business prior to removal.
3. To ensure that the tank atmosphere has been made inert, one (1) pound of dry ice (Carbon dioxide) per 50 gallon capacity of the tank shall be inserted into the tank. (A 1,000 gallon tank would require 20 pounds of dry ice.) The dry ice shall be inserted prior to the use of heavy equipment for excavating.
 - a. A minimum of 60 minutes shall be provided for dry ice to vaporize. Vapors should then begin to show at the fill pipe.
 - b. An inspector from the Fire Marshal's Office will test for carbon dioxide. When a reading of 60% CO₂ is achieved, tank removal may begin.
 - c. CO₂ fire extinguishers or compressed gas are not to be used for removing flammable or combustible liquids or gases since static electricity could cause an explosion.
4. Excavate to the top of the tank. Remove the drop tube, disconnect the fill, gauge, product, and vent lines. Cap or plug open ends. All handling shall assure no spilling of fuel or oil. Contractor shall take all necessary spill prevention and cleanup response measures.

C. Procedure After Tank Removal.

Temporarily plug all tank openings, then complete the excavation and remove the tank, placing it in a secure location and in a fashion to prevent movement. Mark each tank "SCL", date, "NO AIR-INERT GAS", "NOT FOR REUSE", and what it contained.

change this... Remove tank(s) within 24 hours to appropriate cleaning and/or disposal site. Cleaning on City Light property is not allowed. Tanks remaining 24 hours or more will be inspected by the Fire Department at Contractor's expense. Tanks shall be transported in a secure fashion. A signed manifest or bill of lading shall be prepared for each tank, documenting transporter, party(ies) receiving the tank, cleaning the tank and disposing or scrapping the tank, and dates for each action.

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SEA289415

3.0⁵~~7~~ TESTING

During excavation and immediately after tank removal, the Engineer and the Contractor shall jointly inspect the excavated area for signs of contamination by spills or leaks. If any such contamination is detected by sight or smell, the Engineer will direct the Contractor to have representative samples taken for testing by an approved laboratory to determine the Total Petroleum Hydrocarbons. Sampling and analysis will be in accordance with methodologies outlined in WAC 173-303-110 and accepted by the Washington Dept. of Ecology. Further excavation in the test area will be suspended until after review of the test results by the Engineer.

END SECTION 02050

SCL 03950

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SEA289416

PART 1 - GENERAL1.01 DESCRIPTION

This section covers the requirements for furnishing, installing and removing all shoring systems necessary for removal of existing tanks and installation of new fiberglass tanks at South Service Center.

The underground tanks and associated piping and incidental installations at Georgetown Steam Plant may be removed without shoring provided that sides of excavations do not exceed 4 feet vertically before being sloped on a batter of one to one.

1.02 RELATED WORK IN OTHER SECTIONS

Section 02050 - Demolition

Section 02220 - Excavation and Backfill

1.03 LIMITS OF SHORING

The limits of shoring are shown on Drawing No. D-30344.

1.04 SUBMITTALS

The Contractor shall submit for review by the Engineer the proposed method of shoring system.

PART 2 - PRODUCTS2.01 MATERIALS

Shoring system shall be ASTM A-328 Interlocking Type Z steel sheet piling. Section modulus 30 cubic inches minimum per linear foot of wall with double inside bolted channel perimeter wales at two levels.

PART 3 - EXECUTION3.01 INSTALLATION

- A. All shoring materials shall be on site and ready for use before excavation is commenced.
- B. Excavations to a depth of 3 feet below existing ground level may be carried out before installation of sheet piling.
- C. Sheet piling shall be installed along shoring line shown on installation plan on Drawing No. D-30344.
- D. Tip penetration of sheet piling shall be a minimum of 13 feet below ground level.

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SEA289417

3.02 REMOVAL

Sheet piling shall be removed after anchoring to all tanks has been installed and bedding material has been placed.

All shoring materials shall be removed from site immediately after removal.

END SECTION 02150

SCL 03952

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SEA289418

PART 1 - GENERAL1.01 DESCRIPTION

This section covers the requirements for the following work:

1. Excavation required for removal of existing 500-gallon waste oil tank on south side of Building B.
2. Excavation within the limits of installed sheet piling to allow for construction of concrete foundations for fiberglass tanks.
3. Supply and placement of bedding to fiberglass tanks.
4. Backfilling with material from excavation as required after removal of 500-gallon waste oil tank and above bedding for fiberglass tanks.
5. Consolidation of bedding and backfill.
6. Excavation to allow removal of underground tanks, piping, concrete and incidentals as shown on Drawing No. C-6379.
7. Backfilling to excavations at Georgetown Steam Plant with material from excavation or with materials from adjacent stockpile.

1.02 RELATED WORK

Section 01010 - Summary of Work
Section 02050 - Demolition
Section 02150 - Shoring

PART 2 - PRODUCTS2.01 MATERIALS

- A. Bedding material shall be pea gravel with particle size between 1/8" and 3/4".
- B. Backfill - imported shall be clean pit run sand or sand and gravel.
- C. Backfill from stockpile shall be taken from material stockpiled at or near the Georgetown Steam Plant at time of Bid Opening.
- D. Backfill from South Service Center will be surplus granular material from excavations at South Service Center.
- E. Backfill material at South Service Center will be granular material from excavations at South Service Center.

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SEA289419

2.01 MATERIALS (Continued)

- F. Material from excavation at Georgetown Steam Plant shall be used as backfill.

PART 3 - EXECUTION

3.01 EXCAVATION FOR 500-GALLON TANK ON SOUTH SIDE OF BUILDING B

Excavation shall be the minimum required for removal of the tank and will include the removal and disposal of asphalt surfacing.

3.02 EXCAVATION FOR FIBERGLASS TANKS

Excavation for installation of the three 550-gallon fiberglass tanks will be to a depth of 3'10" plus outside diameter of tank below ground level.

Excavation for installation of the two 4,000-gallon fiberglass tanks will be to a depth of 3'10" plus outside diameter of tank below ground level.

3.03 EXCAVATION AT GEORGETOWN STEAM PLANT

Excavation for the tank removal will be the minimum required to complete the work provided sides of excavations do not exceed 4 feet vertically before being sloped on a batter of one to one.

3.04 EXCAVATION OF CONTAMINATED SOIL

Soil which is oil stained or is otherwise contaminated shall be excavated as directed by the Engineer and disposed of at the Maple Valley Landfill.

The Contractor shall notify the Seattle-King County Department of Public Health, Steve Burke (296-4632) and Washington Department of Ecology, Craig Baker (867-7000), at the start of excavation so the quantity can be recorded and clearance given to the appropriate solid waste operator.

3.05 BEDDING AND BACKFILL

- A. Bedding for fiberglass tanks shall be placed as shown on anchorage detail on Drawing No. D-30344.
- B. Backfill at South Service Center shall be material from excavation.
- C. Backfill at Georgetown Steam Plant shall be:
1. Surplus granular material from South Service Center.
 2. Material from stockpile at Georgetown Steam Plant.
 3. Imported granular material.

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SEA289420

Paragraph 2.01 Continued'3.06 WATER CONTROL

The Contractor shall install, operate and maintain all pumps or other dewatering equipment that may be necessary for control of water in excavations during the entire construction period.

3.07 DISPOSAL OF GRANULAR MATERIAL

Excess granular material from excavation at South Service Center shall be transported to Georgetown Steam Plant for use as backfill to excavations for tanks.

END SECTION 02220

SCL 03955

CTY0048942

SEA289421

PART 1 - GENERAL1.01 DESCRIPTION

This section covers the requirements for:

- A. Reinforced concrete slab over installed fiberglass tanks to the limits shown on Installation Plan on Drawing No. D-30344.
- B. Asphalt concrete around perimeter of newly installed concrete slab.
- C. Asphalt concrete to area disturbed by removal of 550-gallon waste oil tank on south side of Building B.
- D. Grading of disturbed surface areas at Georgetown Steam Plant.

1.02 RELATED WORK

Section 03200 - Concrete Reinforcement

Section 03300 - Cast-in-Place Concrete

PART 2 - PRODUCTS2.01 MATERIALS

- A. Concrete shall be as specified in Section 03300.
- B. Reinforcing steel shall be as specified in Section 03200.
- C. Asphalt concrete shall be Class B approved by the Engineer.
- D. Crushed rock for asphalt concrete base shall be 1-1/2" minus with 30 to 50% passing 1/4 inch.
- E. Expansion joint material shall be premolded joint filler conforming to AASHTO M213 - "Preformed Expansion Joint Fillers for Concrete Paving and Structural Construction."

PART 3 - EXECUTION3.01 CONCRETE SLAB AT SERVICE ISLAND

Concrete slab at service island shall be constructed to the limits shown on Drawing No. D-30344 - installation plan. Expansion joints shall be installed at the service island.

Reinforcement shall be #4 bars at 12" centers each way.

SCL 03956

CTY0048943

SEA289422

3.02 ASPHALT CONCRETE AT SOUTH SERVICE CENTER

Damaged asphalt concrete pavement shall be replaced with 3" thick asphalt concrete on 6" thick crushed rock base.

3.03 GRADING OF AREAS AT GEORGETOWN STEAM PLANT

After completion of backfilling activities, the work area shall be graded to match existing contours.

END SECTION 02500

SCL 03957

CTY0048944

SEA289423

PART 1 - GENERAL1.01 DESCRIPTION

This section covers the requirements for the reconstruction of the service island to the same geometrics as existed before demolition, and the installation of dispensers, lights, and incidental equipment and material salvaged and stored at South Service Center.

1.02 RELATED WORK

Section 03200 - Concrete Reinforcement
Section 03300 - Cast-in-Place Concrete
Section 13215 - Underground Storage Tanks
Section 16100 - Electrical Materials and Methods

PART 2 - PRODUCTS2.01 MATERIALS

Salvaged from service island before demolition.

PART 3 - EXECUTION3.01 GENERAL

Reconstruct reinforced concrete island in accordance with details shown on Drawing No. D-30344. Completed service island is to be similar to service island existing before demolition.

3.02 INSTALLATION OF SALVAGED MATERIAL

Equipment and materials salvaged from the service island before demolition and stored at South Service Center shall be installed on the reconstructed service island. Additional miscellaneous items as required to provide a complete and functioning facility shall be installed as part of the Bid Proposal.

END SECTION 02680

SCL 03958

CTY0048945

SEA289424

PART 1 - GENERAL1.01 DESCRIPTION

This section covers the requirements for reinforcement steel in concrete, as shown on the drawings.

1.02 RELATED WORK

Section 02680 - Service Island
Section 03300 - Cast-in-Place Concrete
Section 16450 - Grounding

1.03 QUALITY ASSURANCE

- A. Details of concrete reinforcement and accessories shall be in accordance with ACI "Manual of Standard Practice for Detailing Reinforced Concrete Structures" (ACI 315).
- B. Inspection. Concrete reinforcement shall be inspected after placement and shall be approved by the Engineer before concrete is placed.

1.04 SUBMITTALS

Placement drawings showing bar bending details shall be submitted for review by the Engineer.

PART 2 - PRODUCTS2.01 MATERIALS

- A. Deformed Steel. Deformed steel bars shall conform to the requirements of ASTM Designation A 615, Billet Steel Bars for Concrete Reinforcement, Grade 60.
- B. Bars. All bars shall be free from rust and loose scale at time of delivery.
- C. Tie-Wire. 16-gauge double annealed wire.
- D. Chairs and Spacers. Chairs and spacers shall be concrete.

PART 3 - EXECUTION3.01 FABRICATION

- A. Fabricate steel bar reinforcement to shapes and dimensions as required by the contract drawings.
- B. Bending. Cut and bend bars accurately in accordance with bar bending schedules.
- C. Splices. Install splices as shown on contract drawings.

SCL 03959

CTY0048946

SEA289425

3.02 PLACEMENT

- A. General. Reinforcing steel shall be placed in accordance with the Concrete Reinforcing Steel Institute "Recommended Practices for Placing Bars," latest edition, unless shown otherwise on drawings.

All reinforcement shall be supported and fastened together to prevent displacement by construction loads or by the placing of concrete. Concrete blocks shall be used to support reinforcing steel when concrete is to be placed on soil.

Reinforcing steel for service island shall be connected to ground rods.

- B. Cover. Minimum concrete protective covering for reinforcing steel, except for extremely corrosive atmosphere, other severe exposures, or fire-protective covering shall be as follows:

Concrete deposited against the ground: 3 inches.

- C. Tie Wire. After cutting tie wire, turn wires to the inside of the section and bend in such manner that the concrete cover for the tie wire will be not less than the minimum concrete protective covering for reinforcement.

END SECTION 03200

SCL 03960

CTY0048947

SEA289426

PART 1 - GENERAL1.01 DESCRIPTION

- A. General. This section covers the requirements for cast-in-place concrete and related incidental work and includes batching, transportation, placing, finishing and curing and all protective measures required for contract compliance.
- B. Work Included.
1. Concrete for anchorage of fiberglass tanks.
 2. Concrete for surface slab over fiberglass tanks.
 3. Service island.

1.02 RELATED WORK

Section 02220 - Excavation and Backfill
Section 03200 - Concrete Reinforcement

1.03 SUBMITTALS

- A. Material Proportions. Submit proportions for concrete mixes for approval one week prior to ordering concrete.

Proportions for a cubic yard shall approximate the following:

Fine Aggregate	1230 lb.
Coarse Aggregate #4	1030 lb.
Coarse Aggregate #5	1030 lb.
Cement	565 lb.

PART 2 - PRODUCTS2.01 CONCRETE MATERIALSA. Aggregates.

1. Sand shall be Item No. 7 on Mineral Aggregate Chart - Building Sand, Fine concrete aggregate, Class 2.
2. Gravel shall be Items No. 4 and No. 5 on Mineral Aggregate Chart - 3/4" maximum and 3/8" maximum washed gravel, coarse concrete aggregate, Class 4 and Class 5.

- B. Cement shall be Type II, of the Standard for Portland Cement, AASHTO M85, except that the content of alkalis shall not exceed 0.75 percent by weight calculated as Type II cement shall meet the requirements of the above specifications for compressive strength and for time of setting by the Vicat Method, AASHTO T131.

SCL 03961

CTY0048948

SEA289427

Paragraph 2.01 (Continued)

- C. Water shall be clean and free of deleterious amounts of organic material.
- D. Air Entraining Agent shall be Master Builders "MB-VC" or "Sika AER" manufactured by the Sika Chemical Corporation.

2.02 FORM MATERIAL AND HARDWARE

- A. Materials. Exposed form lining for all surfaces shall be plywood. Plywood forms shall be 3/4 inch thick conforming to the requirements of Product Standard PS 1-66 for Douglas Fir, Grade B-B Plywood, Class I.
- B. Hardware. Bolts or rods, twist eyes or other approved devices in common use by the industry to hold the forms in place. Form tie wire will not be allowed to hold forms in place.

PART 3 - EXECUTION3.01 FORMWORK

- A. General. Forms shall be used whenever necessary to confine the concrete and shape it to the required lines. ACI 347, "Recommended Practice for Concrete Formwork, shall be followed. Forms shall have sufficient strength to withstand the pressure resulting from placement and vibration of the concrete and shall be maintained rigidly in correct position. Forms shall be sufficiently tight to prevent loss of mortar from the concrete. Forms for exposed surfaces shall be lined with or constructed of a smooth material such as plywood, and local defects such as chipped plywood will not be permitted. The form lining shall be maintained in acceptable condition and replaced when necessary with new material.
- B. Form Ties. Form ties shall be used for holding forms. The embedded metal rods shall terminate not less than 2 inches inside the formed faces of the concrete. Holes in faces permanently exposed to air or water shall be dry packed.
- C. Removal of Forms. Forms shall be removed with care so as to avoid injury to the concrete and as soon as practicable in order to avoid delay in curing and repair of surface imperfections, but in no case shall they be removed before approval. Forms shall not be removed until the concrete has reached sufficient strength to prevent damage to concrete.

3.02 PLACEMENT OF CONCRETE

Placement of concrete shall not be commenced until formwork, reinforcing steel, embedments and surface preparation have been approved by the Engineer. Earth surfaces and formwork shall be dampened before placing concrete.

SCL 03962

CTY0048949

SEA289428

Paragraph 3.02 (Continued)

Concrete shall be conveyed from mixer to forms as rapidly as practicable by methods which will prevent segregation, loss of ingredients, or slump change in excess of one inch in the concrete as delivered from the mixer. There shall be no vertical drop greater than 6 feet.

When approved by the Engineer, concrete may be placed by a nonpneumatic pumping method. The equipment used in placing such concrete, and the method of its operation, shall be such as will permit introduction of concrete mixture into the forms without high-velocity discharge and segregation.

In placing concrete through reinforcement, care shall be taken that no segregation of the coarse aggregate occurs.

3.03 CONSOLIDATION OF CONCRETE

Concrete shall be placed with the aid of mechanical vibrating equipment and supplemented by hand-spading and tamping. Consolidation of concrete shall be by electric or pneumatic drive immersion type vibrators of sufficient power and capacity to consolidate the concrete effectively and quickly.

3.04 CONCRETE SURFACE FINISH

Surfaces of anchorage shall be given a wood float finish. Surfaces for the concrete slab and for the service island shall be given a steel trowel finish.

END SECTION 03300

SCL 03963

CTY0048950

SEA289429

PART 1 - GENERAL1.01 DESCRIPTION

This section covers the requirements for the supply and installation of double-wall fiberglass storage tanks, piping, accessories and monitoring equipment and the retrofitting of an existing underground tank by the installation of automatic fuel gauge, overfill protection and spill containment manhole.

1.02 RELATED WORK

Section 02220 - Excavation and Backfill
Section 02680 - Service Island
Section 03200 - Concrete Reinforcement
Section 03300 - Cast-in-Place Concrete
Section 16100 - Electrical - Materials and Methods

1.03 GOVERNING STANDARDS

ASTM Specification D4021-81. Glass Fiber Reinforced Polyester Underground Petroleum Storage Tanks.

U.L. 1316. Underwriters Laboratories, Inc., Glass Fiber Reinforced Plastic Underground Storage Tanks for Petroleum Products.

National Fire Protection Association (NFPA 30) Flammable and Combustible Liquids Code and (NFPA 31) Standards for Installation of Oil Burning Equipment.

Military Specification No. MIL-T-52777(A).

American Petroleum Association Bulletins 1604 and 1615.

Petroleum Equipment Institute Bulletin RP-100-87.

1.04 SUBMITTALS

The Contractor shall submit 3 copies of manufacturer's catalog information about storage tanks, piping, accessories and monitoring equipment for approval by the Engineer before placing orders for such material.

PART 2 - PRODUCTS2.01 STORAGE TANKS

- A. The storage tanks shall be double walled fiberglass underground storage tanks Model No. DWT-4P for the 550-gallon tank and Model No. DWT-2P for the 4,000-gallon tank as manufactured by Owens-Corning Fiberglass, or equal.

All primary tanks shall be vented. Tanks are designed for operation at atmospheric pressure only.

Tanks shall be capable of storing liquids with specific gravity up to 1.1.

SCL 03964

CTY0048951

SEA289430

Paragraph 2.01 (Continued)

Maximum temperature: Tanks shall be capable of storing gasoline, motor oil, kerosene or diesel fuel at ambient underground temperatures, or fuel oil at temperatures not to exceed 150°F at the tank interior surface.

Tanks shall be chemically inert to petroleum products.

Tanks shall have a space between the primary and secondary shell walls to allow for the free flow and containment of all leaked product from the primary tank.

Tank shall be designed with access to the tank bottom between the primary and secondary walls (annular space).

Each 4,000-gallon tank shall be equipped with one 22" I.D. manway. Each steel manway cover shall have three 4" NPT fittings welded in place.

B. Tank Fittings.

1. All threaded fittings on tanks shall be located in a manway lid or tank mounted within 12" of the tank top center line. Fittings to be supplied with threaded cast iron plugs.
2. All standard threaded fittings to the primary tank and monitoring cavity shall be 4" in diameter. All standard threaded fittings are half couplings.
3. Threaded Standards. All threaded fittings shall have machine tolerances in accordance with the ANSI standard for each fitting size.
4. Strength. NPT fittings will withstand a minimum of 150 foot-pounds of torque and 1,000 foot-pounds of bending, both with 2:1 factor of safety.

C. Tank Lifting Lugs. Tanks shall have lifting lugs capable of withstanding weight of tank with a safety factor of 3 to 1.

2.02 LOCAL DISTRIBUTORS

- A. Nebar Supply Company, Inc.
430 Minor N.
Seattle, WA
Contact Person, Roy Pavlik, Phone (206) 622-6292
- B. SME Sales, Inc.
5212 6th Avenue S.
Seattle, WA 98108
Contact Person, Jerry Farmer, Phone (206) 767-5032

SCL 03965

CTY0048952

SEA289431

2.03 PIPING

All fuel lines from the underground storage tanks to the fuel dispensers shall be U.L. listed, double-walled fiberglass pipe with nominal diameters of 2" and 3" as manufactured by A. O. Smith-Inland (Red Thread II) or equal. Local Distributor, Nebar Supply Company, Inc.

U.L. listed flexible connectors shall be installed at all changes in direction and at the pump outlet from the tank and at the connections to dispensers.

Fill pipes, vents and other vertical risers from the storage tanks shall be standard galvanized Schedule 40 pipe.

All piping shall be supplied complete with fittings.

2.04 PIPE FITTINGS AND COUPLINGS

Fittings and couplings for underground piping shall be moulded fiberglass. Fittings and couplings for above ground piping shall be galvanized iron.

2.05 ACCESSORIES

- A. Overfill Prevention System. Emco Wheaton Model A-1000-001.
- B. Tank Gauge for Fuel Monitoring. OPW 114 SW.
- C. Fill Cap and Adapter. OPW 634-TT top seal cap and OPW 633-TCP-4" coaxial adaptor for gasoline tanks.
- D. Drop Tube. OPW 61-TCP-4" to extend within a maximum of 6 inches from the tank bottom.
- E. Leak Detection System. Pollulert electronic programmable fluid/vapor detection system FD 103.
- F. Manholes. Access via a manhole (s) shall be provided for the leak detector, fill tube, tank gauge.
- G. Vapor Vent. OPW 23.
- H. Air and Water Reel. Coxwells mode CRUT-125-125 with U.L. approved heater. Air and water hoses shall be 25 feet long.
- I. Manway Covers. For salvaged rings set in concrete surface slab shall be 24" diameter Olympic Manhole Cover No. 5823 or equal with lettering on lid to indicate tank content.

SCL 03966

CTY0048953

SEA289432

PART 3 - EXECUTION

3.01 GENERAL

The three 550-gallon tanks and the two 4,000-gallon tanks are to be installed as shown on Drawing No. D-30344.

Double-wall tanks shall not be manually unloaded from the truck; a crane or a backhoe of sufficient lifting capacity must be used. Do not use chains, cables, straps or ropes around the tank - these devices may "point-load" the tank and damage the tank wall.

Tanks shall be delivered to the jobsite with bumper pads fastened to each end of the tank. The tank may be installed with or without the bumper pads attached.

Do not roll or drop tank. For temporary storage at the jobsite, set tanks on smooth ground free of rocks and foreign objects and rechock with tires provided.

3.02 BEDDING AND BACKFILL

Bedding for tanks shall be a clean, naturally rounded aggregate (pea gravel) with a mix of particle sizes not less than 1/8" or more than 3/4". Bedding shall be placed in accordance with anchorage detail shown on Drawing No. D-30344. Backfill shall be material from excavation.

3.03 TANK INSTALLATION

Place a 12 inch layer of pea gravel on the reinforced concrete slab.

Carefully place tank on this bedding and anchor with fiberglass hold down straps and turnbuckles as shown on Anchorage Detail on Drawing No. D-30344. Complete bedding for bearing area of tank.

Complete backfilling with material from excavation.

Salvaged manway rings shall be set in concrete surface slab. One manway ring shall be installed for each 4,000-gallon tank at locations directed by the Engineer.

3.04 LEAK DETECTION SYSTEMS

A Polluert Leak Detection Probe (FD210RA) shall be installed in each tank cavity between the inner and outer tank walls.

The Master Control Unit shall be mounted in Room 100-A of Building B.

SCL 03967

CTY0048954

SEA289433

3.05 U TRAPS

The Contractor shall install pipe leak detection probes in "U" traps, reducer shells or open end termination in handhole extensions as shown on the drawings. The leads shall be terminated in Room 101-A, Building B, at the leak detection monitor.

3.06 ACCESSORIES

All accessories shall be installed in accordance with manufacturer's recommendations contained in submittals approved by the Engineer.

3.07 STORAGE TANKS

Storage tanks shall be delivered to the jobsite with a continuous vacuum on the tank cavity. The continuous vacuum shall be left on the tank until the tank is ready to be air tested by the Contractor. The tanks shall be pressure rated to a maximum pressure of 5 psi.

Testing Procedure.

1. Before setting the tank on the prepared bedding, plug and tighten all fittings.
2. Install an air gauge at the fitting where the air pressure hose is connected to the tank and install a second gauge at the other monitoring fitting. Use an air gauge with 1/4 lb. or 1/2 lb. increments so that changes in pressure may be easily observed.
3. Connect the manifold system between the inner tank and the cavity between the inner and the outer tank. The manifold system is used to pressurize the tank cavity from the inner tank.
4. With the manifold valve to the cavity closed, first pressurize the tank to 5 psi maximum.
5. Close the air supply valve to the inner tank and then disconnect the air supply.
6. Pressurize the cavity between the inner and outer tank to 5 psi maximum by opening the manifold valve.

Do not connect the air supply directly to the monitoring fitting or allow the manifold valve to be open during Step 4. Typical air compressors can over pressurize (over 5 psi) the tank cavity between the tank and outer walls in less than 2 seconds.

7. Monitor the pressure on both the inner tank and cavity between the inner and outer tank for at least 30 minutes. Soap the outer tank and check for leaks as indicated by bubbles. An outer wall leak detected before backfilling is simple to repair. Do not backfill a tank with a known or suspected leak in the outer wall.

SCL 03968

CTY0048955

SEA289434

Paragraph 3.07 (Continued)

8. Close the manifold valve to the cavity between the inner and outer wall. Release the pressure and vent the primary tank (by opening the air supply valve), but maintain the 5 psi maximum pressure on the cavity between the inner and outer walls.
9. Monitor the air gauge on the tank monitoring fitting for another 30 minutes, but no more than 60 minutes. Longer tests conducted during changing temperatures or changing cloud cover may distort test results + 1 psi.

If a tank leak is discovered with any of the above tests, call the Owens-Corning Field Service Supervisor to schedule a tank repair. Telephone (419) 248-8196.

DO NOT EXCEED 5 PSI DURING AIR TEST.

After successfully completing the air test, disconnect and remove the air manifold fittings, hose, and valve.

- B. Double-walled Piping shall be tested in a similar manner to testing for storage tanks.

3.08 RETROFITTING EXISTING STORAGE TANK

- A. Location. The existing 2,000-gallon diesel fuel tank is located as shown on the existing installation detail on Drawing No. D-30344.
- B. Retrofitting Materials. Install fuel gauge (OPW 114 SW), overfill protection (Emco Wheaton Model A-1000-001) and spill protection manhole in accordance with manufacturer's instructions or as directed by the Engineer.

END SECTION 13215

SCL 03969

CTY0048956

SEA289435

PART 1 - GENERAL1.01 SCOPE.

Provide the electrical installation from the service station island to existing Panel M-1 in Building B as shown on the drawings and specified.

1.02 GENERAL REQUIREMENTS

- A. Description. The work of this section consists of requirements for basic materials and methods of electrical installation and designated on the drawings.
- B. Quality. Unless otherwise indicated or herein specified all material shall be new, free from defects impairing strength, durability, appearance, of best commercial quality for service intended. All materials within the scope of the Underwriters' Laboratories testing shall bear their label.

1.03 RELATED SECTIONS

Section 02050 - Demolition
Section 16450 - Grounding

PART 2 - PRODUCTS2.01 MATERIALS

- A. Raceways.
1. Rigid Conduit. Standard galvanized steel pipe with threaded joints. Intermediate metal conduit may be used where applicable.
 2. Nonmetallic conduit shall be Type A for concrete encasement as specified in NEC (National Electric Code).
 3. Fittings. Shall be of standard manufacture made especially for the purpose and shall be made of the same material as the raceway.
 4. Bushings shall be insulating Type OZ or equal.
- B. Junction Boxes.
1. 4-11/16" x 4-11/16" and smaller. Stamped galvanized sheet steel.
 2. Larger Boxes. Shall be fabricated from code gage galvanized sheet steel or cast metal.
 3. Use Crouse-Hinds No. EGJ-422 box at service island as indicated on Drawing No. D-30344.

SCL 03970

CTY0048957

SEA289436

Paragraph 2.01 (Continued)C. Conductors.

1. General. All conductors for power and control wiring shall be copper with 600 volt insulation.
2. Stranding. Conductors #8 AWG and larger shall be stranded unless designated otherwise on the drawings.
3. Insulation. Insulation for conductors in wet locations and feeders shall be Type THW, RHW or THWN. In dry locations insulation shall be as above for wet locations or THHN or XHHW.
4. Minimum Size. #12 AWG (copper) for all power and lighting circuits. #14 AWG (copper) may be used for control circuits provided 15 amp branch circuit protection is provided. Minimum size for low voltage circuits shall be #20 AWG.
5. Fixture wire shall meet the requirements of the N.E.C.

D. Wire Connections

1. For #10 Wire and Smaller. Insulated spring twist-on type. SCOTCH, IDEAL or approved.
2. For #8 AWG and Larger. Bolted or compression type as specified in NEC.

PART 3 - EXECUTION3.01 INSTALLATION

- A. Installations shall be performed in accordance with the best methods of the trade and in compliance with all safety rules and regulations. All wiring shall be installed in metallic raceway unless otherwise indicated.
- B. Conduits. With diameters larger than 30% of the thickness of a slab shall not be installed in same.
- C. All conduit sizes shall be based on using RHW or THW wire even if wire with smaller size insulation is used.
- D. All conduit shall be concealed where building construction permits.
- E. The location of all conduit shall be arranged in such a manner that it does not interfere with other trades and devices, that it clears all openings and structural members, that it may be properly concealed, and that it clears cabinets, lights and equipment having fixed locations. Door swings shall be checked on the latest drawings and if necessary, switches shall be relocated to place them on the opening side of the doorway.

SCL 03971

CTY0048958

SEA289437

3.02 RIGID CONDUIT

- A. Use where the raceway is embedded in ground floor slabs and exposed as designated on the drawings: in contact with earth; where subject to damage or exposed to the weather. Conduit laid below floor slabs on grade shall be laid in the ground bed below the vapor barrier. Ream and butt end-to-end in couplings. Provide insulated bushings at all termination at boxes or cabinets. Paint conduit with asphaltic compound where in contact with the earth. Parallel conduit in concrete slabs; space a minimum of 2 inches between external surfaces.
- B. Bends. Conduits with kinks or deformations likely to hamper installation of the conductors will be rejected.
- C. Exposed Runs. Rack together in an orderly manner and use KINDORF devices for supports. Provide stand-off spacers under straps for conduits run on wall or ceiling. Run parallel to building lines.
- D. Protection. Cap ends during construction to prevent entry of debris. Blow out or swab out water in conduits before pulling in conductors.

3.03 CONDUCTORS

- A. Follow code coloring requirements of the N.E.C. and as follows:

	<u>120 volt</u>
Neutral	White
Ground	Green
Travellers	Yellow

For larger size wire which may not be available in the specified colors, use self-adhesive, wrap around, cloth type markers of solid color to code the conductors. This shall be done at all accessible locations such as panelboards, cabinets, junction boxes, outlets and devices.

- B. Mechanical powered means shall not be used for pulling in conductors smaller than #2 AWG. Use WIRE LUBE or a similar product for difficult pulls.
- C. Minimum Size Conductor. Branch circuit power wiring shall be #12 AWG copper. Control wiring may be #14 AWG on condition that the branch circuit overcurrent protective device serving same as 15 AMP.

END SECTION 16100

SCL 03972

CTY0048959

SEA289438

PART 1 - GENERAL1.01 DESCRIPTION

This section covers the requirements for repair and reinstatement of grounding system in the vicinity of the Service Island at South Service Center.

1.02 RELATED WORK

Section 02680 - Service Island
Section 03200 - Concrete Reinforcement

PART 2 - PRODUCTS2.01 MATERIALS

- A. #4 Bare Copper Wire shall be soft drawn, concentric-stranded meeting the requirements of Material Standard No. 6103.9.
- B. Anti-Oxidation Compound shall be "No-OX-ID 'A' Special."
- C. Connectors and Clamps shall be of the manufacture and catalog number designated on Material Standards No. 6762.7 and 6693.7. Other mechanical clamps may be substituted upon approval of the Engineer.
- D. Ground Rod shall be 3/4" x 10' steel covered by electrolytic-grade copper having a minimum thickness of .010" as manufactured by Blackburn, Cat. No. 7510-S or approved equal.

PART 3 - EXECUTION3.01 GROUND RODS

Ground rods shall be installed at locations shown on island wiring detail on Drawing No. D-30344.

3.02 REINFORCING STEEL

Reinforcing steel in concrete service island shall be connected to the ground rods using #4 bare copper wire.

3.03 INSTALLATIONS ON SERVICE ISLAND

Metallic installations on service island shall be connected to ground rods as shown on island wiring detail on Drawing No. D-30344.

3.04 REPAIR OF GROUND MAT

Interruptions to existing ground mat shall be repaired as directed by the Engineer.

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NC:kp

END SECTION 16450

SCL 03973

CTY0048960

SEA289439